

# SALES PARTNER AGREEMENT Page 1 of 2

This Sales Partner Agreement (hereinafter: "the Agreement") is made and entered into effective for all purposes and in all respects on:

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JOIN THE PARTY.



**By and between:** (Consultant for products of JP - Join The Party LLC ("JP - Join The Party"), who acts as a Sponsor)

Name / Address

**And:** (Who would like to become a new Consultant)

First Name		Middle Name		Last Name	
Address Line 1					
Address Line 2					
City			State		
Zip Postal Code			Country		
Date of Birth		Cell Phone			
Home Phone			E-Mail		
Fax			TIN/EIN/SSN		
Routing number		Accounting number		Name of Bank	
				City(Bank)	

**1. Definitions**

Consultants: Independent business owners and sales partners of JP-Join The Party who sell products of JP-Join The Party.  
Sponsors: Consultants who support and promote a new Consultant with the support of their manager.

**2. Role of JP - Join The Party**

JP - Join The Party provides the distribution concept describing the organization and distribution of tasks between the contracting parties (Sponsor and Consultant). JP - Join The Party will express its consent to the conclusion of the contract by sending or making available the customer number of the Consultant.

**3. Sales concept and guidelines**

The Consultant is obliged to comply with the current sales guidelines of JP - Join The Party. JP - Join The Party reserves the right to change the sales concept and general conditions of the sales application. The respective status can be viewed on the intranet. If no written objection is received within four weeks of receipt of the new sales concept, the concept changes shall be deemed accepted. The attached step-by-step plan, however, is unchangeable.

**4. Sponsorship of a new Consultant**

Consultants can promote new sales partners with the support of their Sponsor. For the training and support tasks of the promoted Consultant, the Sponsor will receive commissions according to the current JP - Join The Party sales guidelines in conjunction with the Step Plan. From the JP - Join The Party sales management

level onwards, the JP - Join The Party sales concept for managers with the extended step plan applies in addition. The commission payments to the Sponsor end with the end of his contractual relationship.

**5. Payments**

Payment transactions are processed as advance payments by credit card, Apple & Google pay, or by similar means of payment. In addition, the General Terms and Conditions of the Consultant / Sponsor Shop on the Intranet apply to product orders.

**6. Rights and responsibilities of Consultant**

Each Consultant buys and sells in his own name and for his own account. He is responsible for any official permits he needs to exercise the business in his state, as well as all tax declarations or payments and insurance coverage for his business.

**7. No Minimum Purchase Requirements**

The Consultant is not subject to any minimum purchase requirements.

**8. Dispute Resolution and Applicable Law**

Any dispute arising from this agreement will take place in the courts of Harris County, Texas, and the parties to this agreement and JP Join The Party hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts in Harris County, Texas, with respect any such litigation or dispute resolution. This Agreement, and all matters arising directly or indirectly from this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of

the United States and the State of Texas, without giving effect to the choice of law provisions thereof.

**9. Consent to Credit Score Check**

CONSULTANT: I agree that information relevant to my creditworthiness regarding my past payment history and information for assessing the risk of non-payment may be obtained based on mathematical-statistical procedures using address data (scoring). I also consent to my data (name, address, and date of birth) being transmitted to JP-Join The Party and / or an independent company for this purpose. This company will use this data for the purpose of address verification or identity checks against other companies as well as for corresponding scoring applications. Scoring calculates, based on mathematical-statistical methods, probability values for a certain future behavior, and uses the corresponding data for this purpose.

JP - Join The Party reserves the right to reject the application of a new Consultant for the conclusion of a sales partner agreement or not to create such an application in the JP - Join The Party administration system (customer system) if a corresponding report obtained shows a negative credit rating of the person concerned and other measures do not provide sufficient guarantee that bad debts will be prevented. Such other measures may include order restrictions.

By signing this agreement, I confirm that I have read and understood the General Terms and Conditions of the Sales Concept overleaf, including the step-by-step plan provided to me, and expressly agree to their validity and inclusion in this agreement as its essential components.

Place, Date	Signature New Consultant	Print Name
Customer Number Sponsor	Signature Sponsor	Print Name

## GENERAL TERMS AND CONDITIONS

### A. Ordering and resale orders at

#### JP - Join The Party / product sales USA /Canada

##### 1. The right to order goods from JP - Join The Party

The right to order products from their respective product range with the aim of resale is exclusively held by persons who have concluded a sales partner agreement (sales partners/CONSULTANT) and have thus agreed to the validity of these provisions, in particular the JP - Join The Party step-by-step plan and, if applicable, further sales guidelines, such as the extended sales concept. The JP - Join The Party sales partners (CONSULTANTS) order their goods online in the JP - Join The Party Shop for CONSULTANTS (www.JP-Party.com) according to the general terms and conditions deposited there.

For this purpose, they will receive their access data for the respective store, which are to be treated strictly confidentially. The date must be noted on each order. The order date is decisive for allocating the revenue generated from the order to the respective calendar month, which is generally the relevant period for commission calculation. The date of acceptance of the order shall not be considered in this respect. Everything else results from C 1 of these conditions.

Consultants / Sponsors are generally prohibited from exporting themselves or through third parties JP - Join The Party products, which they have purchased through their access to the JP - Join The Party intranet store for a specific country and which have been approved by JP - Join The Party for this particular country, to another country, or from offering them for sale to third parties in a country, in which they do not maintain their primary residence. In other words, own sales in the U.S. may only be made with products that are approved for sale in the U.S. market. A product is approved for sale in the U.S. if it complies with the regulations there and is labeled in English. Violations of this prohibition may result in claims for damages or, in serious cases, even termination of the contract.

##### 2. Authorization to purchase special products

###### as so called "booking" -, "success" -, and "customer" gifts

a. CONSULTANTS can order the currently valid booking, success, and customer gifts at subsidized prices. The CONSULTANTS' entitlement to purchase gifts as defined in this paragraph is limited to 10% of their net purchase. The control and maintenance of the 10% limit is always incumbent upon the CONSULTANTS themselves and their manager and must generally be carried out at the end of a period of 90 days.

The required level of transparency is ensured by reporting the revenue generated from subsidized gifts either on the intranet or on the consultants' monthly commission statements. If the 10% limit is exceeded, the CONSULTANTS must either increase their net purchase, or the price of the product for sale will be recalculated as follows: If the average commissionable net sales of all quarters are then still below the level required to meet the 10% limit, the difference between the subsidized price and the regular price of the product in question will be recalculated. This shall be indicated by the manager to the CONSULTANTS concerned and the nature and extent of the items to be recalculated shall be agreed with them and subsequently communicated to the JP - Join The Party so that the latter can carry out the recalculation.

b. The Consultants' / Sponsors' right to receive gifts as defined in paragraph II a above shall expire if they have defaulted on the payment of a Starter Kit despite being requested to do so and the debt becoming due and payable.

##### 3. Prohibition of internet or trade fair sales

It is prohibited to offer or sell JP - Join The Party products on the internet, via internet stores, internet auctions or internet sales platforms of third parties or other digital mass events, either personally or through third parties. This prohibition also applies to the offer and sale of JP - Join The Party products at analog and virtual/online trade fairs and/or in retail stores.

In the event of a violation, a permanent suspension of deliveries and/or termination of the respective sales partner agreement may be imposed. In addition, the JP - Join The Party guidelines for Facebook, Instagram, TikTok and other social networks and apps, which can be viewed on the intranet, apply. Each sales management/directorate is obliged to investigate violations of the prohibition if there is an initial suspicion in this regard and to notify JP - Join The Party of this. Further details can be found in the sales concept for managers.

##### 4. Marketing activities/advertising

All marketing and advertising activities of individual CONSULTANTS are carried out exclusively with the help of articles purchased from JP - Join The Party or one of its licensees within the scope of party and individual sales. Advertising activities going beyond this (e.g. advertisements in magazines, etc.) are only permitted with the prior consent of JP - Join The Party. The sales partners are also not allowed to operate their own Internet pages or other applications (apps) for the presentation of JP - Join The Party products. Reference is made to the possibility of using the sales partner store provided by JP - Join The Party.

### B. Training offer and obligation

#### 1. Academy/Seminars/Meetings

Each JP - Join The Party consultant should always attend the training events and meetings of their JP - Join The Party sponsor that are important to them. In addition, there are basic and advanced seminars for the individual product groups, as well as management workshops.

Qualification for these follow-up seminars and meetings depends on sales. Detailed qualification requirements and guidelines are available on the intranet.

#### 2. Information

General information is available on the intranet at www.jp-party.com or by newsletter as part of our JP - Join The Party info service. Furthermore, the latest sales developments and product information are announced at the regularly held executive meetings.

#### C. Commission accounting

##### 1. Settlements and evaluations; calculation bases

In accordance with this concept, JP - Join The Party is obliged to carry out commission accounting for all sales partners in accordance with the applicable step-by-step plans.

JP - Join The Party is permitted to make the compiled reports available to all CONSULTANTS of the respective upline.

By commissionable sales according to this concept, all parties involved understand only those sales for which a receipt of money has been recorded at JP - Join The Party and which have been achieved in compliance with the rules laid down in this and the other sales concepts, in particular the prohibition of internet trading defined in the concept. The rules shall apply both to commissions for own sales and to differential commissions, whereby the knowledge of the Consultant / Sponsor shall not be relevant in this respect. If such sales are nevertheless mistakenly considered, a correction can be made, and excess commission paid can be reclaimed. In individual cases, this may also result in sales and commission levels achieved or the result of an incentive and/or competition being corrected. The correction period or the period of reclaim shall be one year, beginning with the discovery of the violation and the essential underlying facts, in particular the persons concerned. Further claims for damages remain unaffected by the above rules.

##### 2. Settlement modalities

For the net sales (own and group sales = commissionable sales) achieved in the respective calendar month, CONSULTANTS shall be paid the commission amount earned by them in the first 15 days of the following month in accordance with the step-by-step plan (see attachment) based on the commission statement prepared by JP - Join The Party. In principle, the turnover in a calendar month is decisive. In December, JP - Join The Party conducts its inventory and announces the last order and delivery day in time by a notice on the intranet or by newsletter.

JP - Join The Party is entitled to offset due receivables from the business relationship with commission claims of the CONSULTANT.

##### 3. Evaluation of articles in special sales promotions

Articles, which are offered in the context of special sales actions, are evaluated (= factor) first, i.e., a portion of the achieved purchase price is determined, which is used as a basis for the calculation of the commission claim. If, for example, an article set has a factor of 0.8, this means that 80% of the commissionable net sales (quantity sold x special price) of this article is included in the total sales and commission is then paid on it in the same way as for all other articles in accordance with the step-by-step plan.

Monthly, the commission statement from the own purchases and the total sales of the directly promoted persons is also submitted. In addition to the own commission rate and the resulting commission amount, the differential commission rates and the absolute commission amounts of the directly lead persons are also shown in accordance with the general commission regulations (evaluation, step plan).

#### D. Other sales rules

##### 1. Competitions

In the relevant competition periods, the current invitations to tender and guidelines apply, which can be viewed on the intranet. In all other respects, reference is made to the regulations under C1.

##### 2. Step plan

Advancement within the JP - Join The Party sales organization is based on the JP - Join The Party step-by-step plan incl. 50% rule (see intranet), which is an integral part of the JP - Join The Party sales concept and the sales partner agreement and to which explicit reference is made here. Each consultant receives a 30% direct discount on commissionable sales. In addition, the consultant receives a commission. These minimum commission rates are automatically reviewed every six months (on January 1 and July 1 of each calendar year) and adjusted according to the JP - Join The Party step-by-step plan as the new minimum commission rate for the following six-month period. Example: If a JP - Join The Party consultant achieves an average monthly net commissionable sales volume of \$2,000 during a six-month period, he or she will receive a minimum commission rate of 4% for the following half-year. The maximum commission rate prior to achieving the Sales Management 1 level is 20%. From the Sales Management 1 level onward, the JP - Join The Party executive sales concept with the extended step plan applies.

##### 3. Promotion of new CONSULTANTS

If a CONSULTANT promotes another CONSULTANT who concludes a corresponding sales partner agreement, the latter's total sales (own and group sales) are also taken into account when determining the Sponsor's commission. If, on the other hand, the Sponsor recruits a new CONSULTANT and places him in a different sales structure, his total

sales (own and group sales) are used to determine the commission for the new sales structure.

#### 4. JP - Join The Party remuneration for CONSULTANTS CONSULTANTS SPONSORS for status JP - Join The Party - Consulting

The current remuneration system for CONSULTANTS and SPONSORS can be found at: www.jp-party.com

### E. Transfer of business operations including own structure

(1) In principle, Consultants / Sponsors may transfer their business operations to a third party. In the event of a transfer, the direct structure (downline) of the transferor is regularly included in accordance with the following provisions. By a „direct structure“ the parties involved mean all Consultants / Sponsors, Partners or Consultants who have concluded a Sales Partner Agreement with the transferring Consultant / Sponsor as Sponsor, as well as the further Sales Partner Agreements concluded in turn by these persons as Sponsors.

(2) The structure is indivisible and therefore cannot be transferred to different transferees. No warranty whatsoever is assumed for the existence of the structure.

(3) In the event of a transfer, the previous identity of the Sales Partner Agreements with all rights and obligations arising therefrom shall be preserved. The transferee shall enter this contract - in accordance with the provisions of the following item 4 - at the time of the agreed takeover in place of the previous sales partner, who shall leave and lose all previous contractual claims on the transfer date.

(4) Prior to the transfer, the transferee undertakes to attend a seminar lasting several days with the aim of familiarizing him with his future tasks within JP - Join The Party Sales. If he does not do so or does not do so completely or if he shows that he does not perform his contractual duties permanently, the Sponsor and JP - Join The Party shall have a special right of termination, which they shall exercise by mutual agreement.

(5) If the Consultant / Sponsor is a legal entity, i.e., a LLC, corporation or a partnership or any other type of legal entity, and the Consultant / Sponsor wishes to take on a new shareholder, a one-time share transfer of up to a maximum of 20% of the shares in the company is generally possible without further ado. In the event of a transfer of more than 20%, the above provisions shall apply accordingly.

### F. Death of the Consultant

(1) A Sales Partner Agreement ends upon the death of the Consultant in accordance with the statutory provisions.

### G. Copyright/Data protection declaration in accordance with the EU General Data Protection Regulation

By signing the sales application, the CONSULTANT agrees to the use, duplication, distribution, exhibition and public reproduction of the recordings (pictures or films) made by him/her and the use of these personal data in/for advertising materials/brochures and printed matter of JP - Join The Party LLC, for press and public relations work, on the websites, on the intranet or in electronic media and transfers to JP - Join The Party, free of charge, the rights to his/her own image, including the right to use these recordings for the aforementioned purposes.

The consent and the right of use shall continue to apply even after termination of the contractual relationship. The use of the recordings and data for purposes other than those described is excluded.

On the part of JP - Join The Party the protection of the personal data of a CONSULTANT is taken very seriously. Your personal data, namely surname, first name, e-mail address, telephone number, address or, if applicable, bank details are only stored and processed in accordance with the Data Protection Act insofar as this is necessary for the execution or processing of the sales partner contract, an order, delivery of goods, a complaint, a commission statement and for the performance of the manager's duties.

In accordance with the Basic Data Protection Regulation, you are entitled at any time to request JP - Join The Party to provide you with comprehensive information about the data stored about you. Under the conditions of the Data Protection Act, you can request the correction, deletion and blocking of individual personal data at any time. Your personal data will not be transferred to third parties for purposes other than those listed above.

Furthermore, we will only pass on your personal data to third parties if:

- You have given your express consent to do so, or
- the disclosure is necessary for the assertion, exercise or defense of legal claims and there is no reason to believe that you have an overriding legitimate interest in not disclosing your data, or
- If there is a legal obligation for the disclosure.