

GUIDELINES FOR CONSULTANTS

in the Dr. Rath Health Alliance

Valid from 1st March 2019

1. Your work at the local level for a new health care system

The main task of the Dr. Rath Health Alliance is the dissemination of knowledge about the importance of micronutrients for our health. This health information is based on scientific findings that have been acquired at the Dr. Rath Research Institute for Cellular Medicine and other scientific research centers. The scientific substantiation of the findings provided as part of our information work is the foundation of our Health Alliance. The long-term objective of our work is the construction of a prevention-oriented health care system and the integration of this knowledge in medical practices and hospitals, for the benefit of millions of patients. In so doing, we make an important contribution to the construction of efficient and affordable health care worldwide.

The new health care system is created at the local level, in particular through your personal credibility. It grows through the dissemination of vital health information, and is based on your personal relationship of trust with your neighbors, colleagues and friends. With regard to your local work, this means you should:

- Use our materials and information in talks with your friends and family, in your neighborhood or district, i.e. in places where you live and work.
- Try to stay in touch with the people you reach in your area, to be available for their queries, and to inform them further, if necessary. In so doing, contact with a group of members of our Health Alliance at your place of residence may be helpful. If there is no such group, you could help by establishing one.
- Become a consultant in the Dr. Rath Health Alliance.

2. From user to consultant in three steps

- a) As a user of the Dr. Rath Cellular Nutrient Program, you are already convinced of the quality and the efficacy of the Dr. Rath products.
- b) You can join our consultant network with ease by becoming a consultant candidate. A certain level of knowledge about the significance of micronutrients for our health is a prerequisite for working as a consultant. Therefore, in addition to the use of the Dr. Rath Cellular Nutrient Program, a successful participation in the "Cellular Medicine Foundation Course" is required. This course can be completed online or by attending a local seminar. You become a consultant candidate by successfully completing the Foundation Course. In becoming a candidate you demonstrate your intent to volunteer as a consultant in the Dr. Rath Health Alliance. We reward this commitment with our trust, giving you all the benefits of a regular consultant. These include discounts of 10% on your own orders. The candidate phase will be granted for a period of up to 6 months, starting from the first of the month following the successful completion of the Foundation Course.

During this time, you should – with the help of your consultant – progress to the position of a consultant. In so doing, you can be sure to obtain the benefits of membership as a consultant in the long term, especially the remuneration described in section 4, and actively support the further development of the Dr. Rath Health Alliance.

- c) You switch from the position of consultant candidate to consultant by introducing a new customer to Cellular Medicine who orders products from the Dr. Rath Cellular Nutrient Program. A new customer, in this sense, is someone who acquires cellular nutrient products from us for the first time. In order to become a consultant, an application for membership must be completed. In addition to personal data, this also requires the name of the new customer you have gained as well as that of your consultant (if applicable). You can find the application on our website or obtain it from your consultant.

If there is no change to active membership as a consultant during the 6-month candidate phase, the benefits will no longer be granted. However, we offer the opportunity to accede to the position of a consultant at a later time (after expiry of the 6-month candidate phase) without having to complete the Foundation Course again. The prerequisite for this is, as described above, the acquisition of a new customer.

3. What are the advantages of working as a consultant in the Dr. Rath Health Alliance?

As a consultant you will receive an instant discount of 10% on your own orders. This discount is valid in addition to the 10% quantity discount on orders with a value of €1,000.00 or more. The instant discount is also valid in addition to the social discount of 10% that will be granted on orders from unemployed customers, pensioners and students with an income of €950 or less a month. In order to use the social discount, a recent proof of eligibility must be provided every 12 months without further request. When claiming a quantity discount, no social discount will be granted.

The instant discount (this does not include the quantity discount and social discount) may not be combined with special offers.

Furthermore, you will receive honorariums, calculated on the basis of the sales of the customers you have recruited and the consultants you supervise (level 1), including the following levels, 2 and 3. You will also receive honorariums on the sales made by the therapists and physicians whom you recruit and who are part of our HPCM program, see No. 4.

HPCM stands for “Health Professionals for Cellular Medicine”. The Program invites health professionals to educate patients about the scientific findings of cellular medicine and to work with the Dr. Rath Cellular Nutrient Program.

4. How am I remunerated as a consultant?

a) Remuneration as a Consultant

- You receive a 10% honorarium on the orders of customers directly assigned to you and consultant candidates, i.e. users to whom you have introduced the benefits of cellular nutrients.
- You receive a 20% honorarium on the orders taken by consultants who are directly supervised by you (level 1).

- You receive a 10% honorarium on the orders taken by consultants who are directly assigned to the consultants from your level 1 (= level 2).
- You receive a 5% honorarium on the orders taken by consultants who are directly assigned to the consultants from your level 2 (= level 3).
- You receive a 5% honorarium on the orders taken by healthcare professionals who are directly assigned to you and are participating in our HPCM program.

b) Basis of Calculation

The honorariums are calculated on the basis of the respective net order values after deduction of granted discounts. Consultants shall only be entitled to honorariums if the invoice relating to the order has been fully paid. All Cellular Nutrient products by Dr. Rath Health Programs B.V. shall be taken into the calculation of the honorarium except where an individual product is explicitly excluded.

c) Monthly Income Opportunity

Activities within the Dr. Rath Health Alliance allow you to receive a total of up to €10,000.00 per month. Any amount exceeding this value will be used for further research in the field of cellular medicine and for the continuation of our educational and information activities (hereinafter referred to as "Research/Education") in the interest of the entire Health Alliance. These amounts will therefore not be paid to you.

d) Payment of the Honorarium

Your honorarium will be calculated on a monthly basis. The amount will be transferred to your account by the end of the third month, provided it exceeds €50.00. If the honorarium does not reach the payment threshold of €50.00 within a period of two years, the claim for honorariums saved up to this point will expire and the money will be used for Research/Education.

e) Activity Protection Measure

The basic requirement for the opportunity to earn money as a consultant is that you are a regular user of the Dr. Rath Cellular Nutrient Program. In order to maintain your entitlement to honorariums, you must once a month purchase products with a value equivalent to the basic formula Vitacor Plus™. This minimum amount is the gross order value, i.e. before deduction of any discounts.

Please note that the Activity Protection Measure also applies if a bulk or collective order or an order of several products is placed. The value of such an order will not be credited against the following months. The minimum order value must be reached by monthly orders. An exemption applies only to subscription orders: For a bimonthly delivery under a subscription, the minimum order value for fulfilling the Activity Protection Measure is the value of two Vitacor Plus™ basic formulas.

If no minimum order is placed in one month as described above, the honorarium will not be paid for that month. The honorarium not paid will expire and will be used for Research/Education.

If no products from the Dr. Rath Cellular Nutrients Program are ordered over a period of six consecutive months, we assume that the consultant is permanently inactive. At the end of this period, any acquired advantages, notably the entitlement to instant discounts and honorariums, are forfeited.

Exceptions can be made only upon a written request, and personal circumstances will be considered on an individual basis.

f) Currency

All settlements are made in euros.

g) Exception: Delay/Right to off-set

If a consultant is in default of payment for personal orders over a period of more than 14 days after the first reminder, we reserve the right to use the claim for honorarium to settle the outstanding invoice amount.

5. How do I remain a consultant?

We expect a constant commitment from our consultants. This is to protect, maintain and continue the activities of the Dr. Rath Health Alliance. It means that once you have reached the status of consultant, you must recruit at least one new customer per calendar year in order to retain that status. If you do not succeed in acquiring at least one new customer within one calendar year, you become a consultant candidate (again) and lose the advantages of a consultant, in particular the 10% immediate discount and the income opportunities described above. This provision does not apply to consultants who are 65 years or older and who have been members of the Dr. Rath Health Alliance for at least 10 years.

6. How can I change my superordinate consultant?

The personal relationship of trust between the consultants of our Health Alliance and the people you introduce to our Health Alliance is a cornerstone of the information and consultancy work. Therefore, consultants have the opportunity to be assigned under another consultant (change of consultancy) upon written application. This application will be approved if the written consent of the preferred consultant and the previous consultant is given.

In exceptional circumstances, a change of consultancy is also permissible

- a) if a consultant, by his/her own fault, is unable to continue to fulfil his/her role as a contact person towards a subordinate consultant,
- b) if, in the case of a succession arrangement (No. 7, below), a member wishes to replace the consultant he/she is directly assigned to (= successor) within the first 12 months after the effective date of the succession,
- c) if there are other reasons justifying a change of consultancy.

The Dr. Rath Health Programs B.V. will decide on the application for change of consultancy.

7. I would like to retire as a consultant. What do I do?

All consultants have the opportunity to appoint a successor during their lifetime. The current position within the consultancy network can be transferred to a family member or life partner.

- a) If the appointed successor has not yet registered as a consultant by the time the succession takes effect, they must provide evidence of having worked together as consultants for the Dr. Rath Health Alliance over a period of at least 12 months. This evidence must be provided by the person arranging the succession and the successor. Furthermore, successful completion of the "Cellular Medicine Foundation Course" and an application for membership are required.

- b) Successors who are already consultants and have their own consultant number will additionally take over the present position of the person arranging the succession. In addition to their own position and consultant number, this position will be continued under a second consultant number. For each consultant number, the activity protection measure in accordance with No. 4 e) and the obligation to acquire new customers in accordance with No. 5 shall then apply.

For a succession arrangement, the person arranging the succession must submit a written application. The successor must declare, using a form provided for this purpose, that he/she wishes to continue the consultancy work performed by the person arranging the succession. If a request for succession is approved on our part, we reserve the right to check up on the continuation of the consultancy work in the Health Alliance by the successor and, if necessary, to revoke the already granted approval of succession. This applies regardless of the possibility of changing the consultant, as detailed by No. 6. Such revocation is possible only within the first 12 months after the approval.

8. When does my consultancy end?

Your consultancy relationship with the Dr. Rath Health Programs B.V. will be entered for an indefinite period. In general, the legal relationship underlying your consulting activity can be terminated at any time, either by you or by the Dr. Rath Health Programs B.V., with a notice period of 30 days from the end of the month.

The legal relationship underlying your consulting activity can be terminated without notice if one party behaves contrary to the terms of the contract to an extreme degree. This may be the case if you, for instance, disregard the guidelines of the Dr. Rath Health Alliance, market other companies' products, or make false claims about your minimum orders for the purpose of increasing your commission. Neither can we tolerate questionable attempts to persuade prospective customers or users to make a high number of orders, or dubious dealings to find as many new users as possible. Furthermore, termination without notice may be declared if damage is caused to the good reputation of Dr. Rath or the products of the Dr. Rath Cellular Nutrient Program.

A consultant's membership of the Dr. Rath Health Alliance ends upon his/her death, as does the payment of his/her honorarium. An official documentation about the consultant's death or, in case of doubt, a copy of the death certificate should be sent to us. If we were not informed about the death of a consultant, we would have to ask for any payments that were made after the death, to be returned by the person receiving these payments, to which he/she is not entitled.

9. Where and how may I promote the products of the Dr. Rath Cellular Nutrient Program and acquire new customers?

You are an independent entrepreneur. Therefore, you can basically decide for yourself how to win new customers. However, you should note that advertising supplements or health-promoting products is subject to legal regulations that restrict the claims you can make for such products. In this context, you may have heard of the EU Nutrition and Health Claims Regulation, or the Food and Feed Code. You are responsible for acting in a manner conforming to the law.

When working as a consultant, you may call yourself “consultant in the Dr. Rath Health Alliance”. However, please note the following:

Name, trademarks, brochures ...

The name of Dr. Rath, the product names and various other names are under trademark protection. We hold the copyright to the text in brochures, books and on our website. Of course you are allowed to use the brochures and link to our website. However, please do not simply copy the texts from brochures or the website and use them on your website or social media account as your own texts.

No inter-regional promotion

In order to protect our current, regionally oriented consultancy system, announcements in national daily newspapers, magazines or other forms of advertising require our prior consent. An Internet presence is permitted within the framework of our landing page offer. See also No. 10.

No statements on healing

The information and consultancy within the framework of the Dr. Rath Health Alliance is directed towards the supportive effect of the products at the cellular level, as described, for instance, in brochures on the Dr. Rath Cellular Nutrient Program or on our websites. Healing statements or promises of healing are not allowed within the scope of the consultancy work.

10. What support will I receive as a consultant?

We are happy to provide you with information on the products of the Dr. Rath Cellular Nutrient Program and will gladly answer all your questions. You can reach us on the following phone numbers:

If you are calling from the United Kingdom, please dial 0808 10 11 555 (free for landline calls).

From outside the United Kingdom, please call 0031 457 111 112. You can also send an email to info@rath-programs.com. Further important information on the Dr. Rath Cellular Nutrient Program can be found on our websites.

For information on the “consultant landing page” – a digital business card developed exclusively for members of the Dr. Rath Health Alliance to extend their information work to social networks – please contact us at beratertaetigkeit@rath-programs.com. (Please also refer to <https://shop.dr-rath.com/en-us/reach-people-you-care-about>.) In addition, our team is available to support you at presentation events, trade fair appearances or other activities within the scope of your consulting activities.

11. Privacy protection

As part of your participation in the Dr. Rath Health Alliance as a consultant, we collect and process the following personal data that you have provided: surname, first name, home address, date of birth, email address, telephone number, telefax number (if applicable), occupation/activity (if applicable), information about your consultant (name, first name, membership number) as well as your bank account. The legal basis for this data collection and processing by the Dr. Rath Health Programs B.V. as the responsible organization according to Art. 4 No. 7 GDPR (with Patrick Raijmakers as data protection officer, telephone: 0031 - 457 - 11 11 00, email: datenschutz@rath-programs.com) is Art. 6 Sec. 1 Sentence 1 lit. b) GDPR since this data is necessary in order to fulfil our contractual obligations, including the implementation of pre-contractual measures. As a consultant you will regularly receive information about our products, including (scientific) background reports, company information as well as notifications about the work of Dr. Rath Health Alliance.

The legal basis for this data processing is Art. 6 Sec. 1 Sentence 1 lit. f) GDPR since the targeted information of our consultants is our legitimate interest.

On the basis of Art. 6 Sec. 1 Sentence 1 lit. f) GDPR your name, your contact data, your customer number, your standing orders and the dates of your recent orders will be displayed in the downline section; your superordinate consultants can view this information. The purpose of this data processing is the optimal support of the consultant by the superordinate consultants and to control possible claims for honorariums.

We store your personal data as long as we need it to fulfill the contract and are legally obliged to store it (under tax and commercial law).

Your rights:

- In accordance with Art. 15 GDPR you have the right to request information about your personal data processed by us. In particular, you can request information about the processing purposes, the category of personal data, the categories of recipients to whom your data has been disclosed, the planned storage period, the right to rectification, deletion, limitation of processing or opposition, the existence of a right to appeal, the source of your data, if it was not collected from us, and the existence of automated decision-making, including profiling and, where appropriate, meaningful information about their details;
- In accordance with Art. 16 GDPR you have the right to have us immediately rectify personal data concerning you that is stored by us;
- In accordance with Art. 17 GDPR you have the right to request the erasure of your personal data stored by us unless the processing is required for the exercise of the right to freedom of expression and information, to fulfill a legal obligation, for reasons of public interest or for the assertion, exercise or defense of legal claims;
- In accordance with Art. 18 GDPR you can request the restriction of our processing of your personal data provided that the accuracy of the data is disputed by you, the processing is unlawful, or you reject the deletion of data we no longer need but that you need in order to assert, exercise or defend your rights, or you have objected to the processing pursuant to Art. 21 GDPR;
- In accordance with Art. 20 GDPR you can request that we provide you with the personal data that you have provided to us, in a structured, common and machine-readable format, or to request its transmission to another person responsible;
- In accordance with Art. 7 Sec. 3 GDPR you can at any time withdraw your previously-given consent. As a result, we will no longer be allowed to continue the data processing based on this consent for the future;
- In accordance with Art. 77 GDPR you can lodge a complaint with the competent supervisory authority. In principle, you can contact the supervisory authority of your usual residence or workplace or our company headquarters.

Should your personal data be processed based on legitimate interests in accordance with Art. 6 Sec. 1 Sentence 1 lit. f) you have the right to object to the use of your personal data in accordance with Art. 21 GDPR, provided that there are reasons for this arising from your particular situation, or if the objection is directed against direct advertising. In the latter case, you have a general right of objection, which will be implemented by us without specifying any particular situation.

If you would like to exercise your right of revocation or objection, please send an email to datenschutz@rath-programs.com.

12. What else do I have to consider?

You have to be 18 years old to put yourself forward as a consultant. If you are under 18, parental agreement will be required.

Our health information is directed towards all people, but we disassociate ourselves from so-called sects. You are not allowed to give explanations about the Dr. Rath Health Programs B.V., Dr. Rath Education Services B.V., the Dr. Rath Health Foundation or on behalf of Dr. Rath, to incur liabilities, or to represent him or the organization in any other ways of legal business.

The consultancy work, as well as the underlying contractual relationship, is bound by the laws of the Netherlands. You are an independent entrepreneur. You are therefore responsible for your own social security cover and pension schemes. If you are a consumer living in the EU, according to EU Regulation No. 1593/2008 this law applies only to the extent that you are not deprived of any protection afforded by mandatory provisions of the law of the country in which you have your habitual residence.

If you are not a consumer living in the EU, and are outside the jurisdiction of EU Regulations, the courts of Limburg, the Netherlands, are exclusively responsible for all disputes arising out of and in connection with this consultancy activity and the contractual relationship based thereon, insofar as this is permitted by law. Changes to these guidelines can be made by us at any time.

We are looking forward to your participation!