

GUIDELINES FOR CONSULTANTS IN THE PARTNER PROGRAM of the Dr. Rath Health Alliance - Valid from 16 March 2020

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 Partner Program of the Dr. Rath Health Alliance.

2. Becoming a consultant in the Partner Program of the Dr. Rath Health Alliance

- a) Participating in the Partner Program of the Dr. Rath Health Alliance as a consultant is voluntary. As a consultant in the Partner Program you are not obliged to place personal orders or to reach minimum sales. Likewise, you are not obliged to acquire new customers.
- b) In order to be admitted into the Partner Program as a consultant, you should submit an application form, which must be accepted by Dr. Rath Health Programs B.V. Mandatory data

for the application include your contact details and bank details for the transfer of consultant fees.

- c) The application to participate is available online at <https://shop.dr-rath.com/en-us/downloads> or can be requested by email at info@rath-programs.com.
- d) The signed application form must be submitted to Consulting.services@rath-programs.com.

3. How we reward your engagement in the Partner Program

a) Remuneration as a Consultant

1. **First contact level:** If you as a consultant acquire a customer for the Dr. Rath Cellular Nutrient Program, you will receive a fee of 15% of the net order value of their product order.
2. **Second contact level:** If you actively pass on your experience as a consultant to a customer you have acquired at the first contact level, you will also enable them to acquire new customers. If the customer at the first contact level becomes a consultant and in turn attracts new customers, a second contact level will be created for you. For orders placed by customers from this second contact level, you will also receive a fee of 15% of the net order value of these product orders. Of course, the consultant of your first contact level also receives a 15% fee of the net value of the customer's product order.

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) 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.

d) Currency

All settlements are made in euros.

e) 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.

4. How a consultant can benefit financially from our fee system

Participation in our Partner Program will give you numerous advantages: in addition to using earned fees to purchase products for personal use, sharing your experiences with the Dr. Rath Cellular Nutrient Program will help other people to improve their lives.

Partner orders are also an option: In principle, it is desirable that each recipient of our formu-

las pays the full price—after all, more financial resources will then be made available to finance our research. However, users on a restricted income can get an indirect discount on their orders: the „Partner order“. With this option, you can ask a trusted person from your first contact level to place an order for you. In this way, 15% of this order is returned to you as a fee.

5. Special regulations for existing consultants

Special regulations apply to existing consultants (see Attachment 1).

6. How can I change my superordinate consultant?

The personal relationship of trust between the consultants in the Partner Program 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 their own fault, is unable to

continue to fulfil their role as a contact person towards a subordinate consultant,

b) if, in the case of a succession arrangement, 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, provided the appointed successor is a certified consultant.

If a request for succession is approved, the successor will maintain their current position and consultant number, as well as taking on the position of the person recommending the succession. This position will be continued under a second consultant number.

Further details can be found in Attachment 2.

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 their death, as does the payment of their 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.

Of course, whatever advertising measures you take, you should always protect the interests of the Dr. Rath Health Alliance. Offensive, defamatory or aggressive advertising is obviously prohibited.

No representative/employee: Please do not give interested parties and customers the impression that you are a representative or employee of the

Dr. Rath Health Programs B.V., Dr. Rath Education Services B.V., the Dr. Rath Health Foundation or of Dr. Rath. When working as a consultant, you may call yourself "consultant in the Dr. Rath Health Alliance" or "consultant for Cellular Medicine". 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 statements on healing

The information and advice provided by the

Dr. Rath Health Alliance is focused on the benefits of Cellular Medicine, as described in brochures on the Dr. Rath Cellular Nutrient Program or on our website. Statements or promises claiming healing are prohibited within the scope of the consulting activity.

No interregional 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. Consultants may promote their work online via a

designated landing page and may also engage in online activities via a so-called affiliate link. The following restrictions apply:

- There is no entitlement to an affiliate link. We may refuse or withdraw the disclosure of the affiliate link at our discretion.
- It is prohibited to use the affiliate link on coupon pages or in combination with paid advertising when using our brands, e.g. via Google AdWords, social advertisement or retargeting advertisement.

10. What support will I receive as a consultant?

We provide comprehensive support for your educational work. A detailed description can be found in Attachment 3.

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 our 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 prior 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.

You can contact the Data Protection Officer by telephone on 0031 457 111 100 and by email at datenschutz@rath-programs.com.

12. What else do I have to consider?

You must 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 reserve the right to change these guidelines at any time.

Our organization thanks you for your patience in reading through the detailed legal guidance which underpins our new Alliance Partner Program.

We are looking forward to your participation!

With our very best wishes

Your Dr. Rath Health Alliance team

Dr. Rath Health Programs B.V.

Postbus 657 | 6400 AR Heerlen | The Netherlands

Free Consulting and Ordering Service:

Tel.: 0808 - 1 011 555*

* Free for landline calls from the United Kingdom
(England, Scotland, Wales and Northern Ireland).
Charges from mobile phones may vary.

Tel.: 0031 - 457 111 112

Fax: 0031 - 457 111 119

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