

INDEPENDENT BUSINESS OWNER AGREEMENT

APPOINTMENT AS THE INDEPENDENT TRADE CONSULTANT

This Agreement, made and entered into by and between BPT GROUP AG, Switzerland, (hereinafter referred to as "BPT GROUP"), and Independent Consultant (hereinafter referred to as "Consultant") Whose name and address appears on the signature page hereof.

The prospective Independent Consultant hereby certifies that he is legally competent to do business within the Territory and is not bound by any legal requirement restricting or prohibiting his appointment as an BPT Independent Consultant.

1. DEFINITIONS

- 1.1. Independent Consultant: shall mean a person appointed by BPT on a principal-to-principal basis through this Independent Consultant Agreement to undertake distribution and marketing of BPT products and services and to register Preferred Customers within the Territory. A BPT Independent Consultant may introduce or sponsor Independent Consultants and support them to build their distribution and marketing business of BPT goods & services.
- 1.2. Independent Consultant Agreement: shall mean and include the following:
 - 1.2.1. These Agreement Terms and Conditions;
 - 1.2.2. The BPT Marketing Plan;
 - 1.2.3. The Code of Ethics of BPT Independent Consultant;

BPT may amend from time to time and notify any such amendments on its website, www.bptgroup.ch

- 1.3. Goods services: shall mean marketable, unused, not expired, not seasonal, or special promotional products and/services.
- 1.4. Territory:
- 1.5. Effective Date: shall mean the date of submission of signed Independent Consultant Agreement, subject to Approval by BPT Group.

2. INDEPENDENT CONSULTANT ACTIVITIES

BPT appoints, as of the Effective Date, the individual Business Owner as an Independent Consultant to promote, distribute and market BPT Products and services, and the Independent Consultant (here in after individually or collectively referred to as the "Independent Consultant") agree(s) to such appointment. As of the Effective Date and upon receipt of ordering information and completion of any required formalities, the Independent Consultant may, on a non-exclusive basis, within the Territory as may be communicated by BPT, and otherwise in accordance with the Independent Consultant Agreement, distribute and market BPT Products and also register Preferred Customers.

3. DURATION

This Independent Consultant Agreement, shall remain valid and continue to remain in full force unless terminated earlier by either Party with or without cause as given herein below in Clause 9.

4. NO EMPLOYMENT RELATIONSHIP

The Independent Consultant hereby confirms that he/she has or have entered into this Independent Consultant Agreement as an independent contractor. Nothing in the Independent Consultant Agreement shall establish either an employment relationship or any other labour relationship between the Parties or a right for the Independent Consultant to act as a procurer, broker, commercial agent, Agreementing representative or other representative of BPT. Promoting and marketing of the BPT Products, the Independent Consultant shall operate as an independent vendor, acting in his/her own name, at his/her own responsibility and for his/her own account.

5. NO ASSIGNMENT

This Independent Consultant Agreement entered into on a personal basis, and neither this Independent Consultant Agreement nor any of the rights or obligations of the Independent Consultant arising hereunder may be assigned or transferred without the prior written consent of BPT.

6. EXCLUSIVITY

Independent Consultant acknowledge that BPT will deal exclusively with the Authorized Independent Consultant in respect of all BPT Business matters, and also pay commissions and/or any other incentives to and in the name of the Independent Consultant only.

7. PAYMENTS AND BANK ACCOUNTS

- 7.1. BPT will make all payments on account of commissions, discounts, returns or refunds etc. through bank transfer in favour of the Independent Consultant only as per the details provided or as may be updated by the Independent Consultant in writing from time to time. The bank account must be opened and operated in full compliance with Territory law, including with respect to applicable foreign exchange laws.

7.2. is set as the settlement currency for this Agreement.

7.3. Payments for the services provided will be made agree to the Act on the Services Provided, signed by the Parties.

8. OBLIGATIONS OF INDEPENDENT CONSULTANTS

The Independent Consultant shall, throughout the validity of this Independent Consultant Agreement, strictly adhere to all applicable laws, regulations and other legal obligations that affect the operation of his/her/their business. The Distributor shall be responsible for obtaining any applicable registration, license, approval or authorization, to carry out the business as Independent Consultant, copy of which shall be provided to BPT upon request.

8.1. Independent Consultants for BPT shall:

8.1.1. truthfully and clearly identify themselves and state the purpose of solicitation to the prospective consumer and state the identity of BPT, provide complete explanation and demonstration as well as description of the nature of products and services being offered for sale, provide details of prices, credit terms provided by third-party companies, terms of payment, return policies, terms of guarantee, after-sales service, complaint redressal mechanism etc.;

8.1.2. Subject to applicable legal requirements, maintain proper accounting records in legally prescribed forms;

8.2. Independent Consultants for BPT shall not:

8.2.1. Use misleading, deceptive information or unfair promotion practices for sale or recruitment of prospective Independent Consultants;

8.2.2. require or encourage other BPT Independent Consultants to purchase BPT products or services in unreasonably large quantities;

8.2.3. provide any literature and/or training material, not restricted to collateral issued by BPT, to a prospective and/or existing Independent Consultant which have not been approved by BPT;

8.2.4. require prospective or existing Independent Consultants to purchase any literature or training material or sales demonstration equipment.

9. TERMINATION OF THE INDEPENDENT CONSULTANT AGREEMENT

The Independent Consultant may without assigning any reason, after giving written notice to BPT terminate this Agreement with immediate effect and this Agreement would be terminated Automatically. A Independent Consultant shall not be entitled to purchase BPT's products or services upon serving the notice. In addition to the above:

9.1. BPT may terminate this Independent Consultant Agreement forthwith in case:

9.1.1. the Independent Consultant violates the provisions of the Code of Ethics;

9.1.2. for reasons of non-performance of promotion of BPT products and services as per the targets defined from time to time, if any;

9.1.3. due to misrepresentation by the Independent Consultant to any consumer or prospective Independent Consultant; or

9.1.4. due to legal, regulatory or other developments that require material operational changes within the Territory, in which case BPT may, if regulatory conditions allow, endeavor to restructure the Agreemental relationship with the Independent Consultant on such terms and conditions as are then practical and legally permissible.

9.2. BPT shall also have the right to terminate this Agreement if the Independent Consultant activity failed to make any sales of products or services between Customers and BPT for a consecutive period exceeding 12 months.

9.3. BPT may from time to time amend any of the documents comprising the Independent Consultant Agreement through notice on its website, bptgroup.ch. If the Independent Consultant does not agree to be bound by such amendment(s), he/she may terminate the Independent Consultant Agreement with immediate effect by giving a written notice to BPT. Otherwise, the Independent Consultant's continued relationship with BPT constitutes an affirmative acknowledgment by the Independent Consultant of the amendment(s), and his/her agreement to be bound by the same.

10. COOLING OFF PERIOD

Within the period of 14 days from the date of approval of this Independent Consultant Agreement by BPT any new Independent Consultant shall be entitled to terminate this Agreement without penalty and be entitled to full refund of price of products or materials purchased from BPT upon return of such products or materials in saleable condition.

11. SEVERABILITY

If any provision of these Terms and Conditions is declared invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12. GOVERNING LAW

The Independent Consultant Agreement and all questions of its interpretation shall be governed by and construed in accordance with the laws of Switzerland, without regard to its principles of conflicts of laws. The Agreement is civil in nature and hence, it is to be governed and construed in accordance with applicable laws of Switzerland.

13. DISPUTE SETTLEMENT

The parties shall endeavour to settle any dispute or difference arising out of or in connection with the Independent Consultant Agreement through mutual discussions within 30 days of such dispute arising. The Independent Consultant agrees that in the event it is not satisfied by any decision of BPT, or in the event that any issue raised by the Independent Consultant has remained unresolved for a period of more than two months, and / or during the subsistence of this agreement or upon or after its termination, any issue or dispute that the Independent Consultant may have regarding the interpretation or operation of the clauses of this arrangement or any issues arising there from shall be referred to The Committee of Ethics set up by the company. Any dispute, difference or claim remaining unresolved post reference to the Committee of Ethics (Grievance Redressal committee) discussions shall be submitted to binding arbitration under the provisions of the applicable laws. The venue of such arbitration shall be at ICC Switzerland (Switzerland International Chamber of Commerce) and the award of the Arbitrator shall be final and binding on all Parties. Subject to the above, courts at Zug, Switzerland shall alone have jurisdiction in relation to the Independent Consultant Agreement and matters connected here to.

14. LIMITATION ON LIABILITY

BPT's liability, whether in Agreement, or otherwise, arising out of or in connection with this Independent Consultant Agreement shall not exceed the less of:

- 14.1. actual damages or loss assessed by the arbitrator or any other dispute resolution mechanism adopted by the Parties, or;
- 14.2. the total commission earned by the Distributor during the six-month period preceding the date of the dispute.

BY SIGNING THIS AGREEMENT, I/WE CONFIRM THAT I/WE HAVE BEEN PROVIDED WITH OR HAVE UNDERGONE ORIENTATION PROGRAM WHICH PROVIDED FAIR AND ACCURATE INFORMATION ON ALL ASPECTS OF BPT'S DIRECT SELLING OPERATION, ABOUT FREE JOINING, ITS REMUNERATION SYSTEM, ITS REFUND AND RETURN POLICY, EXPECTED REMUNERATION AND RELATED RIGHTS AND OBLIGATIONS AS GOVERNED UNDER THE BPT CODE OF ETHICS AND RULES OF CONDUCT. I/WE FURTHER UNDERSTAND AND AGREE THAT THIS APPLICATION AND ANY ENSUING BPT DISTRIBUTORSHIP UPON ACCEPTANCE OF THIS APPLICATION BY BPT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS GIVEN INCLUDING THE CONSTITUENT DOCUMENTS AS AMENDED FROM TIME TO TIME. FURTHERMORE, I/WE UNDERSTAND AND AGREE THAT MY/OUR INFORMATION PROVIDED IN CONNECTION HERewith MAY BE USED IN ACCORDANCE WITH BPT'S PRIVACY POLICY AVAILABLE AT BPTGROUP.CH I AM SIGNING THIS AGREEMENT UNDER MY OWN FREE WILL.

15. ADDRESSES AND SIGNATURES

BPT GROUP AG CHE-115.334.700 Ägerstrasse 5 6300 Zug Switzerland	INDEPENDENT CONSULTANT Name: Address:
On behalf of BPT GROUP AG Name: Pavels Kolesnikovs, Position: President of the Board of Directors Signature: _____ Date:	Email: Signature: _____ :