



Code of Conduct 2020

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ADMINISTRATIONAL COMPANY

SANUSLIFE ADMINISTRATION AG

Lindenstraße 8, CH – 6340 Baar (ZG)

www.sanuslife.com – sanusbusiness@sanuslife.com

HEADQUATER

SANUSLIFE INTERNATIONAL GmbH

Luigi-Negrelli-Straße 13C, I – 39100 Bozen (BZ)

Telefon: +39 – 0471/979998

www.sanuslife.com – info@sanuslife.com

Table of contents

Table of contents	2
1 Code of Conduct in general	3
1.1 Scope	3
1.2 General obligations.....	3
1.3 Placement	5
1.4 Misleading, redirection and framing	5
2 Code of Conduct in detail	6
2.1 Password-protected areas of SLI web pages	6
2.2 Data protection, privacy	6
2.3 Copyright and use of SLI-M materials	6
2.3.1 Special rules for the use of materials	7
2.3.2 Special rules for the use of SLI trademarks and labels.....	8
2.4 Limitation of liability, indemnification.....	9
2.5 Written warning, contractual penalty, damages, ban.....	10
2.6 Supplementary application of the Member Contract, the General Conditions for Members, the Community Terms and Conditions, the Privacy Policy, and of the SLI Remuneration Scheme	11
3 Annex (Mini-CI)	12

1 Code of Conduct in general

This Code of Conduct makes use of a gender-neutral language and all terms and descriptions used herein should always be understood to apply to both genders.

1.1 Scope

- (1) This Code of Conduct (hereinafter the "SANUSLIFE Code of Conduct") governs the relationship between SANUSLIFE and the MEMBERS (BASIC Members or PREMIUM Members) having registered for and using the services provided, according to membership, free of charge or for a fee by SANUSLIFE on the www.sanuslife.com portal and/or related and personalized SLI member pages (hereinafter referred to as "SANUSLIFE-M"). This SANUSLIFE Code of Conduct governs the use of the portal as well as the use of SANUSLIFE materials and content both in their virtual form and in real life. When registering, the BASIC or PREMIUM Member must duly and completely fill out the digital registration form, which contains a link to the SANUSLIFE Code of Conduct. By clicking to accept this SANUSLIFE Code of Conduct, the MEMBER declares that they have read and understood it, that they accept its content and purpose, and so give their agreement to entering into a contractual relationship between them as a MEMBER (BASIC Member or PREMIUM Member) and SANUSLIFE.
- (2) When using the www.sanuslife.com platform, the MEMBER (BASIC or PREMIUM Member) is obligated at all times to act in accordance with the SANUSLIFE Code of Conduct.

1.2 General obligations

- (1) When using the www.sanuslife.com portal, the MEMBER (BASIC or PREMIUM Member) is not permitted to infringe the rights of or harass any third parties or otherwise violate applicable law or common decency. In particular, the MEMBER (BASIC or PREMIUM Member) undertakes to refrain from the following actions:
 - a) Disseminating statements with abusive, harassing or violent content or content glorifying violence, or with inflammatory, sexist, obscene, pornographic, racist, morally reprehensible or otherwise offensive or prohibited content;
 - b) Abusing, harassing, threatening, intimidating, defaming, embarrassing other customers, employees or members of SANUSLIFE;
 - c) The espionage, disclosure or dissemination of personal or confidential information of other customers, members or employees of SANUSLIFE or any other infringement of the privacy of other customers, employees or members of SANUSLIFE;
 - d) Disseminating untrue claims concerning the race, religion, gender, sexual orientation, origin, social position of other customers, employees or members of SANUSLIFE;

- e) The espionage, disclosure or dissemination of confidential information belonging to **SANUSLIFE**;
 - f) Disseminating untrue claims about **SANUSLIFE**;
 - g) Pretending to be an employee of **SANUSLIFE** or of an affiliated company or partner of **SANUSLIFE**;
 - h) The use of legally protected images, photos, graphics, videos, pieces of music, sounds, texts, trademarks, titles, designations, software or other content and labels without the consent of the rightsholder(s) or permission by contract, law or legal regulation;
 - i) Disseminating claims with advertising, religious or political content;
 - j) The use of prohibited or illegal content;
 - k) Exploiting programming bugs;
 - l) Taking any measures leading to an excessive demand on the servers and/or massively compromising processes for other customers;
 - m) Hacking or cracking or encouraging or incitement to hacking or cracking;
 - n) Disseminating counterfeit software or encouraging or incitement to disseminating counterfeit software;
 - o) Uploading files containing viruses, trojans, worms or corrupted data;
 - p) The use or dissemination of "auto" software programs, "macro" software programs, "sniper" software, malicious programs (malware or spyware) or any other "cheat utility" software programs;
 - q) Modifying the service or parts thereof;
 - r) The use of software allowing so-called "data mining" or otherwise designed to intercept or gather information in connection with the service;
 - s) Disrupting transmissions to and from servers including the web servers;
 - t) Unauthorized access to servers including data servers and web servers;
 - u) Using undetectable and/or hidden methods to create clicks and transactions not caused by a confirmatory action by an end user;
 - v) Using cookies, equipment, programs, robots, iframes and/or hidden frames, pop-up windows or other operations or processes preventing **SANUSLIFE** from correctly determining and tracing transactions;
 - w) Misleading or deceiving MEMBERS (BASIC or PREMIUM Members) into clicking on a link.
- (2) Additionally, MEMBERS are forbidden to process and/or disclose to third parties any personal data (particularly addresses, phone numbers, email addresses) via the www.sanuslife.com portal without the consent of the relevant data subject. Above all, MEMBERS are forbidden to contact data subjects for commercial purposes without their consent.
- (3) **SANUSLIFE** refers the reader to its rules regarding the use of its www.sanuslife.com portal and expressly reserves its right to ban MEMBERS and extraordinary termination pursuant to applicable law in case of non-compliance with the obligations listed in subsections (1) and (2) or otherwise with applicable law when using the portal.

1.3 Placement

- (1) The placement of products and services or of texts and comments containing advertising on SANUSLIFE-M without the consent of SANUSLIFE is prohibited.
- (2) When uploading and publishing texts and media content on SANUSLIFE-M, the MEMBER (BASIC or PREMIUM Member) warrants that they are the owner of all relevant rights. Otherwise, SANUSLIFE shall be entitled to delete these and to take the MEMBER (BASIC or PREMIUM Member) offline.
- (3) The MEMBER (BASIC or PREMIUM Member) may only place content on SANUSLIFE-M of which they own or hold the copyright and/or which they are authorized to use.
- (4) Any texts or media content to which the MEMBER (BASIC or PREMIUM Member) does not hold the rights or the rights to which are disputed between the MEMBER (BASIC or PREMIUM Member) and a third party must not be uploaded to SANUSLIFE-M.

1.4 Misleading, redirection and framing

MEMBERS (BASIC or PREMIUM Members) must not, neither expressly nor by means of assurances, create the impression in other MEMBERS (BASIC or PREMIUM Members) that they are on SANUSLIFE's platform or viewing SANUSLIFE's advertising content when in fact they are on their own website and/or platform.

2 Code of Conduct in detail

2.1 Password-protected areas of SLI web pages

- (1) The password-protected areas of SANUSLIFE web pages are intended for the sole use of MEMBERS (BASIC and PREMIUM Members) worldwide. Note: Passwords should not be disclosed to third parties and must be protected against unauthorized access. If a MEMBER becomes aware of an unauthorized use of their password, they are to inform SANUSLIFE of this without undue delay. SANUSLIFE accepts no liability or responsibility for any damage caused by the misuse of passwords.
- (2) The right to use the password-protected areas of SANUSLIFE-M shall lapse upon termination of the Member Contract without the need of any further action on the part of SANUSLIFE. When the contract is terminated, the MEMBER must delete or destroy all materials saved, printed out or copied, unless these must be kept due to mandatory statutory provisions.

2.2 Data protection, privacy

Any personal data disclosed to SANUSLIFE while using SANUSLIFE-M will be processed in accordance with contractual and statutory provisions on data protection. MEMBERS are referred to the Privacy Policy for MEMBERS.

If SANUSLIFE has reason to believe that incorrect, incomplete or out of date information has been transmitted or that the MEMBER fails to comply with the provisions of applicable data protection legislation, in particular the General Data Protection Regulation (EU Regulation No. 679/2016), access to SANUSLIFE-M may be restricted or refused or the MEMBER's contract may be terminated if relevant reasons for termination exist.

2.3 Copyright and use of SANUSLIFE-M materials

SANUSLIFE grants the MEMBER a limited, non-exclusive (simple), revocable right to use the SANUSLIFE materials provided for the term of the contract, for the sole purpose of their activities as a Member of SANUSLIFE. SANUSLIFE-M materials may be made publicly available, disseminated, reproduced, otherwise used and shown, provided that the SANUSLIFE material is unaltered and unedited and the source of the information is cited if SANUSLIFE-M materials are passed on to third parties. There is no right to the continued existence of the materials provided by SANUSLIFE; in consequence, SANUSLIFE is entitled to modify the materials provided at any time, to cease making them available, or to add new materials. Any MEMBER (BASIC or PREMIUM Member) having questions about the use of SANUSLIFE-M materials should contact SANUSLIFE at sanusbusiness@sanuslife.com. The right to use the password-protected areas of SANUSLIFE-M as a MEMBER (BASIC or PREMIUM Member) shall lapse upon termination of the Member partner

agreement without the need of any further action on the part of SANUSLIFE. When the contract is terminated, the MEMBER (BASIC or PREMIUM Member) must delete or destroy all SANUSLIFE materials saved, printed out or copied, unless these must be kept due to mandatory statutory provisions.

2.3.1 Special rules for the use of materials

- (1) SANUSLIFE grants the MEMBER (BASIC or PREMIUM Member) access to the “Downloadcenter” embedded in SANUSLIFE-M (www.sanuslife.com > Login > My Profile > My BackOffice).
- (2) The MEMBER (BASIC or PREMIUM Member) undertakes to use the SANUSLIFE material (or parts thereof) only for the purposes of sales promotion (e.g. print and/or online advertising) and to do so with the material unaltered, its source being credited and only to advertise SANUSLIFE, its products or its distribution system as part of product sales or of customer or member acquisition and care; credit must be (a) given in the legal notice – if applicable – and (b) easily visible and accessible on the material in question or – if that is not possible – in the immediate proximity of the SLI material used and must take the following form: “Source: SANUSLIFE”.
- (3) The materials provided by SANUSLIFE and used by the MEMBER (BASIC or PREMIUM Member) as promotional materials must neither give the incorrect impression that the product was wholly or partly produced by the MEMBER or with the aid of a third party nor that it results from a material contribution on the part of the MEMBER. Furthermore, the aforementioned materials provided by SANUSLIFE must not be altered or otherwise edited.
- (4) When creating (and subsequently using) promotional materials, websites, social media sites (e.g. Facebook or Instagram), online forums and community pages, blog posts, YouTube videos or channels or any other online or offline sites or materials, the MEMBER (BASIC or PREMIUM Member) must always obtain any approval that may be required from SANUSLIFE, comply with the contractual provisions and ensure that the viewer never gets the impression of being on an online or offline site created or provided by SANUSLIFE or authorized by SANUSLIFE or of viewing such material. For this purpose, the SANUSLIFE distributor logo was designed, which is clearly marked “INDEPENDENT DISTRIBUTER” (see annex). The MEMBER (BASIC or PREMIUM Member) is required to display the logo in a clearly visible manner (dimensions 200 x 200 px) on the home page of the advertised non- SANUSLIFE website. In addition, the notice “*You are not on an official website of SANUSLIFE!*” must be displayed in close proximity to the logo in a clearly visible manner with a minimum size of 12 px.
- (5) The MEMBER is not permitted to design and/or have designed their own offline promotional materials such as flyers, roll-ups, brochures, bumper stickers, business cards or the like. Any offline promotional materials may only be procured directly from SANUSLIFE (SANUSSTORE).

- (6) It is strictly forbidden to use the "SANUSLIFE" mark, the SLI trademarks mentioned at annex or any other SANUSLIFE trademarks, the labels mentioned at annex or any other labels or intellectual property of SLI unambiguously attributable to SANUSLIFE (areas of business, product trademarks, product labels or parts of SANUS... – see annex) for domain names, email or social media signs, chat descriptions, internet portals, apps, groups, online videos or any other promotional materials or channels, whether in identical, similar or abbreviated format. Any promotional materials must contain the current official logos, product graphics etc. created specifically for and made available to MEMBERS (BASIC or PREMIUM Members). In creating new graphics for banners, headers, flyers etc., the SANUSLIFE distributor logo (see annex) must always be included. In these cases, the MEMBER (BASIC or PREMIUM Member) must make every effort to ensure that the viewer does not get the impression that the promotional material was created by SANUSLIFE.
- (7) The MEMBER (BASIC or PREMIUM Member) is solely responsible for their own advertising and sales promotion activities, own website etc., and in particular regarding any misleading earning opportunities with SANUSLIFE and any health claims.
- (8) The MEMBER (BASIC or PREMIUM Member) is not permitted to download SANUSLIFE videos from SANUSLIFE's YouTube channel or any other platforms and/or to edit such videos or to make them available on other media. SANUSLIFE videos that may be found on the internet via various channels may only be linked to but must never be downloaded and re-uploaded. Only linking to or embedding such videos in the MEMBERS' own websites is permitted, with the aforementioned credit: "SANUSLIFE".
- (9) No video and/or audio recordings of SANUSLIFE webinars, SANUSLIFE events, SANUSLIFE presentations, SANUSLIFE meetings etc. may be made, copied, disseminated or made accessible to the public on the internet or via other channels or otherwise made available.

2.3.2 Special rules for the use of SANUSLIFE trademarks and labels

- (1) SANUSLIFE grants the MEMBER (BASIC or PREMIUM Member) the non-exclusive right to use the SANUSLIFE trademarks and labels listed at annex in combination with the label "INDEPENDENT DISTRIBUTOR" (previously and hereinafter referred to as "SANUSLIFE distributor logo") internationally in connection with advertising and selling SANUSLIFE products within the scope of the terms of the contract.
- (2) MEMBERS (BASIC or PREMIUM Members) are not permitted to create an independent store system with SANUSLIFE-M products or to sell SANUSLIFE products via their own or other parties' websites or to register new customers and Members. Links to SANUSLIFE-M and/or to a MEMBER's personalized SANUSLIFE-M page are permitted and recommended, with or without reference to SANUSSTORE and/or SANUSPRODUCTS. It is crucial that the entire purchase process is handled via the personalized SANUSLIFE-M page.

- (3) The MEMBER (BASIC or PREMIUM Member) is not permitted to combine the SANUSLIFE trademarks mentioned at annex or any other SANUSLIFE trademarks, the labels mentioned at annex or any other labels or intellectual property of SANUSLIFE with any other component of a label to form a new trademark or label and/or to use the aforementioned SANUSLIFE labels as business names or as part of a business name.
- (4) The MEMBER (BASIC or PREMIUM Member) must not modify the SLI trademarks mentioned at annex or any other SANUSLIFE trademarks, the labels mentioned at annex or any other labels or intellectual property of SANUSLIFE in any way or use them in the course of business in a modified way. In particular, it is not permitted to vary the colors of any of the original SANUSLIFE elements.
- (5) The simple, contractually limited right to use the SANUSLIFE trademarks mentioned at annex or any other SANUSLIFE trademarks, the labels mentioned at annex or any other labels or intellectual property of SANUSLIFE shall apply only for the term of the Member Contract.
- (6) SANUSLIFE reserves the right to alter or abandon any SANUSLIFE trademarks over time. After a period of six (6) months from the introduction of a new logo, the MEMBER (BASIC or PREMIUM Member) shall be required to use only the new logo bearing the new SANUSLIFE trademark. The MEMBER (BASIC or PREMIUM Member) is obligated to check regularly if SANUSLIFE trademarks have been updated and to accept and/or implement any modifications made.

2.4 Limitation of liability, indemnification

- (1) SANUSLIFE cannot be held liable for any incorrect information given in the MEMBER's registration. Consequently, SANUSLIFE accepts no liability for the correctness of this information and the MEMBER's content stored with SANUSLIFE will be deemed third-party information relative to SANUSLIFE for the purposes of applicable telemedia law.
- (2) Furthermore, SANUSLIFE shall not be liable for the obtainment of the results the Member intends to achieve by using SANUSLIFE's internet platform and goods.
- (3) Where SANUSLIFE makes available computer programs on its internet service (e.g. an interface with the MEMBER's eWallet), the use of SANUSLIFE's www.sanuslife.com portal shall be at the user's own risk. To the extent permitted by law, SANUSLIFE shall not be liable for any damage resulting from installing and/or using the portal. Despite up-to-date virus scanning, no liability is accepted for any damage or impairment caused by computer viruses to the extent permitted by law. Furthermore, SANUSLIFE shall not be liable for any disruption to the quality of access to the service caused by force majeure or any event outside SANUSLIFE's control. In addition, SANUSLIFE shall not be liable for any unauthorized third party becoming aware of the

MEMBER's personal data (e.g. "hackers" gaining unauthorized access to the database).

- (4) Besides that, SANUSLIFE shall only be liable for damage caused otherwise than by injury to life and limb or health if such damage is caused by willful or grossly negligent acts or by culpable violation of an essential contractual obligation (e.g. deliveries to the customer) by SANUSLIFE, its employees or its vicarious agents. This also applies to any damage resulting from culpa in contrahendo or from unlawful acts. Any liability for damages beyond that is excluded.
- (5) Except in the case of injury to life and limb or health or willful or grossly negligent acts on the part of SANUSLIFE, its employees or vicarious agents, any liability shall be limited to the damage reasonably foreseeable at the time of entering into the contract and limited in its amount to the average damages typical of the contract. This also applies to indirect damage, in particular loss of profit.
- (6) SLI shall not be liable for any damage of whatever kind caused by loss of data on computer servers, except in the event of grossly negligent or intentional culpability on the part of SLI, its employees or vicarious agents. The MEMBER's stored content shall be deemed third-party information relative to SLI for the purposes of telemedia law. The website of SLI contains links. When the links were first created, the pages linked to was checked for illegal content. SLI is not liable for third-party content reached through links. If SLI becomes aware or is informed that a linked page contains illegal content, that link will be deleted.
- (7) The MEMBER shall indemnify SANUSLIFE on first demand against any claim made by a third party for any breach of any of the obligations provided for in this contract or any other infringement of applicable law by the MEMBER. In particular, the MEMBER undertakes to bear any and all costs incurred by SANUSLIFE in this regard, in particular any fines, punitive damages, legal costs including attorney fees and court costs and any compensation for damages.

2.5 Written warning, contractual penalty, damages, ban

- (1) In the event of a first breach of the Member's obligations under this Code of Conduct, a written warning will be issued by SANUSLIFE giving a deadline of 7 days for remedying the infringement. The MEMBER undertakes to reimburse the costs of this written warning, in particular any attorney fees incurred in issuing the warning.
- (2) It is expressly pointed out that in the event of a particularly serious breach of the obligations under this Code of Conduct or any other applicable contractual obligation or statutory law, SANUSLIFE shall be entitled to extraordinary termination of the contract without prior written warning, but may at its sole discretion take the measures under subsection (1) in the event of a first breach of obligation.
- (3) If on expiration of the deadline for remedy laid down in the written warning, the same or an essentially similar breach occurs again or the original breach that was

the subject of the warning is not remedied, a contractual penalty in an amount to be set at the discretion of SANUSLIFE and, in the event of a dispute, to be reviewed by the competent court but, outside Germany, of not less than €900, shall be due immediately. The additional attorney fees incurred in enforcing the contractual penalty shall be reimbursed by the Member.

- (4) In addition to and irrespective of the contractual penalty thus forfeited, the Member shall be liable for any damage caused to SANUSLIFE as a result of the Member's breach of obligation, unless such breach of obligation was outside the Member's control.
- (5) In addition to its rights under subsections (1)–(4), SANUSLIFE reserves the right to ban the Member for cause, i.e. to block the Member's access to the Backoffice and other SANUSLIFE systems along with the Member's entitlement to a commission without notice if the Member is in breach of the Code of Conduct, any other contractual obligations or otherwise infringes applicable law. The Member shall remain banned until such breach of obligation has been remedied following an appropriate written warning by SANUSLIFE. In the event of a serious or repeated breach of obligation leading to the extraordinary termination of the contractual relationship, the Member shall be permanently banned. While banned the Member shall be deemed a Free User with no entitlement to a commission. Any entitlement to a commission already accrued shall continue to be lodged and administered on the virtual credit account kept by SANUSLIFE for the Member, without the Member being entitled to interest.

2.6 Supplementary application of the Member Contract, the General Conditions for Members, the Community Terms and Conditions, the Privacy Policy, and of the SANUSLIFE Remuneration Scheme

The Member Contract with the General Conditions for Members, the Privacy Policy as well as the SANUSLIFE Remuneration Scheme shall expressly apply in supplement to this Code of Conduct, unless otherwise or additionally provided for in this Code of Conduct.

3 Annex (Mini-CI)

TRADEMARK RIGHTS AND LABEL RIGHTS

1. SANUSLIFE trademark rights

a) SANUSLIFE corporate umbrella brands:

- SANUSLIFE INTERNATIONAL, SANUSLIFE ADMINISTRATION, SANUSLIFE

b) SANUSLIFE product trademarks:

- ECAIA
- ESORI
- ANACOS

2. SANUSLIFE label rights

a) SLI labels for areas of business:

- SANUSWORLD
- SANUSPRODUCTS
- SANUSSTORE
- SANUSCOMPANIES
- SANUSBUSINESS
- SANUSCHARITY
- SANUSPLANET
- SANUSCOIN
- SANUSCREDITS
- SANUSACADEMY
- SANUSFORYOU
- SANUSMAP
- SANUSPAY

b) SANUSLIFE support/service labels:

- SANUSWEBINAR
- SANUSEVENTS
- SANUSINVEST
- SANUSPOWER-DAY
- SANUSINFO-DAY
- SANUSBUSINESS-ACADEMY-DAY

c) SANUSLIFE term labels

- FREE User / BASIC Member / PREMIUM Member
- STORE Partner
- MAP Partner
- TRADING Partner

Style guide:

SANUSLIFE all capital letters, LIFE in bold)

SANUSLIFE umbrella brands, e.g. ECAIA (all capital letters)

SANUSLIFE product names, e.g. drops (all lower-case letters)

Mandatory use of SANUSLIFE DISTRIBUTOR LOGO:

