

Terms and Conditions

This Regulation is a public offer contract (hereinafter referred to as the “Contract”) of CityLife LP (hereinafter referred to as the “Company”) that contains all essential conditions and rules of use of CityLife LP program addressed to any capable natural person (hereinafter referred to as the “Client”), who has the necessary authority to make the contract with CityLife LP in accordance with the terms and procedures, established by the Contract and the active legislation of the Republic of Ireland. Hereinafter collectively referred to as the “Parties”.

This Contract is established by the Company independently and should be accepted by the Client only by acceding to the Contract as a whole, without any exceptions and reservations.

CONTRACT TERMS AND DEFINITIONS:

1. **Company** – CityLife LP which is a rightsholder of the Website cl.world, the Product, the Program, and the Tariffs of the CityLife.
2. **Website** – the official website of the Company cl.world which provides the information about the Company Program, the Tariffs, and the Partners, as well as about Partners’ goods, works, services and work with Discount and Cashback Bonus rate.
3. **Company Program** – a set of measures to connect Partners, Distributors, and Clients in order to achieve mutual benefits.
4. **Product or CityLife Production** – software complete with the personal identification material medium, which is the object of civil matters that provides access to the Company Program for the Client and the Distributor.
5. **Personal Account** – a personal data storage of a Program Participant.
6. **Partner** – a legal entity or an individual entrepreneur who has concluded a contract with the Company for the purchase and onward sale of the CityLife Production.
7. **Trade and Service Company (TSC)** – a Partner of the Company that sells its products, works, services to the Clients and Distributors of the Company with Discount and Cashback Bonus rate.
8. **Distributor** – a legal entity, as well as any capable natural person who has purchased the City Life product of any Tariff for the purpose of receiving a reward by selling the Products of any tariffs and recommending them to Potential Buyers.
9. **Client** – any capable natural person who has acquired the City Life product from the Company's Partner in order to receive the Discounts and Cashback Bonus from the TSC.
10. **Potential Buyer** – any legal entity or capable natural person interested in purchasing the City Life product.
11. **Discount** – a financial benefit provided as a reduced price of TSC’s goods, works, services.
12. **Cashback Bonus** – a discount type provided as the return of the monetary equivalent of the percentage of the financial benefit from the number of goods/services acquired from the TSC. Cashback Bonus amount is summarized with all transactions which have been made by means of the CityLife Product and accrued on the Personal Account of the Client/Distributor.
2. **Bonus Point (CL)** – the unit of measurement of the Company's obligations towards the Loyalty Program Clients. The CL Bonus Point is backed by the real commodity-money turnover and is formed in the

Company's Software – in the Personal Account of the Loyalty Program Participant (Client, Partner) based on calculations of money turnover from sales of goods, works and/or services, as part of the material benefit which is subject to distribution among all the Loyalty Program Participants. CL Bonus Point is not a monetary unit, but is a form of encouragement for the Loyalty Program Participants to use goods, works and/or services of the Loyalty Program Participants. The exchanging rate of 1 (one) Bonus Point CL is equal to 1 conventional unit.

3.

- 3.1. **CityLife Card or CL Card** – personal identification device of the Client on the material medium of the Client. The card number for identification of the Client is indicated on the obverse of the CityLife Card.
- 3.2. **Tariff or CL Tariff** – one of four types of the Card CL (Smart, Business, Premium or Team) that provide the corresponding access to the Company Program. CL Tariffs have the certain monetary cost and the mark its corresponding equivalent.
- 3.3. **Account Free** – Client's Personal Account.
- 3.4. **Upgrade** – upgrading the face value of the CL Card by paying a difference in the cost of the Tariffs.
- 3.5. **Network** – the Distributor's consistent arrangement of a binary organizational chart in the Company's database.
- 3.6. **Marketing Plan** – algorithm of the Distributor's reward accrual established by the Company for recommending and/or selling the Company's services and products to Potential Buyers.
- 3.7. **Sponsor** – the Distributor who personally attracted the Potential Buyer to participate in the Company Program, i.e. the Distributor on the personal recommendation of which the Potential Buyer registered on the Website and bought the CityLife Product of any tariff.
- 3.8. **Recommendation** – the Distributor's activity to attract the Potential Buyer. The recommendation is considered to be completed by the Distributor if a purchase was made using a Distributor's referral link.
- 3.9. **Structure** – a network that begins with a single Sponsor.
- 3.10. **Generation** – all Distributors at the same level of sponsorship in the Sponsor Structure, regardless of the position in the Structure organization, considering that the Sponsor itself is the zero generation of its own Structure.
- 3.11. **First Generation** – a group of Distributors directly attracted by the Sponsor. Considering the Sponsor Structure, this is all persons registered on the Website on the recommendation of the Sponsor. The number of persons in the First Generation of the Sponsor is not limited.
- 3.12. **Second Generation** – all Distributors, whose direct Sponsors are Distributors of the First Generation of the Sponsor.
- 3.13. **Other Generations (Third, Fourth, etc)** – all subsequent generations coming directly from the Second Generation of the Sponsor.
- 3.14. **Turnover Point or Point** – the conventional unit for measuring the commodity turnover resulting from sales **CL Cards**.
- 3.15. **Volume** – total number of turnover points in the Structure. The volume is divided into personal and/or command types.
- 3.16. **Personal Volume (PV)** – personal volume, accrued to the Distributor for its own sales and personal sales in the Sponsor Structure Generations. Sales mean sales of CL cards of any tariff. PV Points are not accrued for the volume in the Distributor Structure formed as a result of Transfer. Personal Volume is required to obtain Statuses.

- 3.17. **Command Volume (CV)** – the command volume awarded to the Distributor for its own sales and personal sales in its Structure, and the volume generated in the Distributor Structure as a result of the Transfer. The Command Volume for Transfer as well as for personal sales in the Distributor Structure (all invited Distributors from the second generation and lower) goes into credit only after the Distributor places a new personally invited Distributor in Sponsorship and Inner Legs. Sales mean sales of the CL Cards of Business and/or Premium and/or Team Tariffs. CV points are not accrued for sales of CL Smart Cards. Command Volume is required to receive a Team Bonus.
- 3.18. **Team Bonus** – a Command Cycle reduction.
- 3.19. **Command Cycle** – a commodity turnover of 10 CV in the left Team and 10 CV in the right Team at the same time.
- 3.20. **Day Cycle (DC)** – a commodity turnover in the amount of 1 CV in the left Team and 1 CV in the right Team at the same time.
- 3.21. **DC Table** – a coefficient table for receiving the Team Bonus depending on the Tariff and the Status on which the Distributor is positioned.
- 3.22. **Reporting Financial Week** – a time period of one calendar week.
- 3.23. **Transfer** – volume entering the Distributor Structure from its Sponsor or from other Sponsors which are positioned in the Network higher than the direct Sponsor of the Distributor. A binary structure allows placing only two invitees in the first line of the Structure organization. If the number of invitees is larger, they are positioned (transfer) in the subsequent lower lines of the Structure according to the method of positioning registered persons.
- 3.24. **Team** – all Distributors placed in the same Structure. The Team is divided into left and right teams (legs) located to the left and right of the Distributor in the organization of its Structure.
- 3.25. **Sponsor Leg** – left or right leg, in which the first personal invited Distributor is placed by default. The Sponsor can transfer his Personal volume only to the sponsor leg of each of the first two Partners in his Structure - one on the left and one on the right, respectively
- 3.26. **Inner Leg** – left or right leg opposite to Sponsor's Leg.
- 3.27. **Minor Leg** – a leg that has the least CV points.
- 3.28. **Status** – a career level, which is assigned to the Distributor under certain conditions and the achievement of the required number of PV points.
- 3.29. **Subscription Fee** – the Distributor's payment for the right to use the Company Program which is made monthly (starting from the second month of the Program use) by transferring the payment amount to the Company's current account or from its personal account by writing off bonus points.
- 3.30. **Delivery** – services for the transportation of the Goods to the address indicated by the Distributor and transfer thereof to the Distributor or the person specified by the Distributor (the Recipient), provided that the Distributor has paid the Goods.
- 3.31. **Active Status** – Distributor who has paid a monthly subscription fee.
- 3.32. **Preset** – a way to distribute personal invitees. It can be done on the left, right or minor leg. This function is available after the Distributor places one new personally invited Distributor in the Sponsor Leg. Sales mean sales of the CL Cards of Business and/or Premium and/or Team Tariffs.

RULES OF BUSINESS MANAGEMENT

1. Distributors can buy the goods, including printed products, under the trademark CityLife, in the specified territory, exclusively from CityLife. The Distributor may not manufacture or receive any goods or other products, including printed products bearing the names or trademarks of CityLife from any other source except the CityLife Company. The Distributor is prevented from selling CityLife products to Distributors of other CityLife structures.
2. The right to purchase at Distributor prices is provided only to the Distributor who has concluded a public contract with the company. The distributor does not have the right to initiate reducing or raising retail prices.
3. A distributor who claims to receive fee in accordance with the marketing plan guarantees that he/she is properly registered in accordance with the current legislation of the country in which he/she operates as an entrepreneurial entity. The distributor himself/herself carries out his/her entrepreneurial activity independently and takes care of possessing necessary permits to carry out entrepreneurial activities, pays taxes and maintains proper accounting and tax records. The distributor himself/herself bears all the risks associated with his/her monetary obligations and relationships with other Distributors and other third parties.
4. The Distributor commits himself/herself to sell goods purchased from CityLife exclusively in direct sales, that is, excluding fixed-line trading, markets and fairs. The sale of goods via the Internet can be carried out in compliance with the rules established in the “Internet-directive for CityLife partners”.
5. The distributor in his/her activity must not use misleading, fraudulent or dishonest methods of sale. From the very beginning of the product demonstration, the CityLife Distributor, without any requests from the consumer, gives full, clear and truthful information about himself/herself, calls the name of the company CityLife, describes its products and indicates the purpose of his/her address to the Client. Description and demonstration of the CityLife products must be accurate and complete, especially when it concerns the price, the terms of payment and the terms of delivery of the goods. The distributor is obliged to give accurate and understandable answers to all questions of the Potential Buyer. Concerning the issues related to the effectiveness of CityLife products, the Distributor is entitled to provide only oral or written information that has been formally approved by CityLife. The distributor should not abuse the trust of the Potential Buyer, he/she must respect the lack of Potential Buyer’s experience to provide trading transactions, and also must not take advantage of the age, the state of the Client's health, misunderstanding or ignorance of the language. Personal contacts or phone contacts are established between the Distributor and the Potential Buyer in the correct form, at an acceptable time and must not be intrusive. The distributor must stop demonstrating or presenting the products at the request of the Potential Buyer. The distributor must not spread discrediting information about the products, sales and marketing plans of other companies, or any other characteristics of another company.
6. The CityLife Distributor when attracting potential buyers must not mislead them that the high income level is easily achievable.
7. The distributor is obliged to take appropriate measures to ensure the protection of all personal information, as well as information provided by the Potential Buyer and other Distributors.
8. The partner is obliged to use only those means of sale (documents, presentations, Z-card booklet (8-pocket), product samples, etc.), which have been approved by or provided to them by the Company

CityLife. Using the Distributor's own and unauthorized materials or printed means for sales, gives CityLife the right to immediately lock the personal cabinet.

9. The distributor is allowed to offer goods and services of other companies in the market, except the goods and services that compete with the goods offered by CityLife or that are sold through the same sales channels (direct sales). In any case, the partner undertakes not to sell goods and services of other companies to the CityLife Distributors.
10. The distributor must refrain from using comparisons that may mislead the Potential Buyer. The criteria for comparison should be based on the facts supported by evidence. The distributor must not, in direct or indirect form, report false information relating any company and its products. The distributor must refrain from any unfair use of the name or reputation, brand name and trademark of another company or its products.
11. In his/her activities, the CityLife Distributor is guided by the business standards accepted by CityLife, including the rules for working in the global Internet for CityLife Distributors. The Distributor can get acquainted with these documents on the official website of CityLife or in the offices / sales offices of the CityLife Company.
12. A distributor wishing to conduct an advertising campaign must send a written request to CityLife to approve his/her intention.
13. In his/her activities, the Distributor undertakes not to cause damage to CityLife by his/her actions and not to undermine its image.

General Provisions

14. Under this agreement, the CityLife Company basing on the orders from the partner undertakes to sell CityLife products to them, as well as the products of Trade and Service Enterprise, hereinafter referred to as “products” or “goods”, according to the available range of goods, and the Distributor undertakes to accept the ordered goods and pay its cost on the terms of this agreement.
15. By signing this agreement, the Distributor confirms that he/she has read and accepts the terms of this agreement, the current business management policy and the marketing plan of CityLife, without any exceptions, changes and protocols of disagreements, and is also familiar with other business management standards, the Rules of Working in the global network of the Internet for CityLife partners; accepted by CityLife and with which the partner can get acquainted on the website and in the offices of CityLife.
16. Any notice or other correspondence related to this agreement must be made in writing and is considered properly transmitted if sent by e-mail, by registered mail with a delivery notification to the addresses specified in this agreement, or delivered in person and handed over under the signature. If there is no notification of either party about changing the address (including the e-mail address) or other requisitions, which has resulted in the impossibility of delivering notices and other correspondence to the addressee, and also in case if the addressee evades receiving correspondence, the opposite party will be considered to have performed their obligations concerning the correspondence properly, and the party to which it has been directed – to have correspondingly received such correspondence. At the same time, correspondence sent by registered mail with a notification is considered received.

17. Notifications and other Distributor requests sent to the CityLife Company by e-mail are considered received from the Distributor if they are sent from the email address specified by the Distributor upon his/her registration in the registration form through the CityLife official website.
18. By signing this agreement, the Distributor guarantees CitiLife his/her consent to processing, use and cross-border transfer of his/her personal data specified in the agreement, aiming at its performance without limitation of the validity period.
19. Under the processing of personal data, the parties understand collection, systematization, accumulation, storage, clarification (updating, modification), use, distribution (including transferring), depersonalization, blocking, destruction and any other actions (operations) with personal data. The Distributor has the right to adeem the consent to the processing of personal data provided that CitiLife has been notified about it in writing at least 180 days before the expected date of termination of processing and use of the personal data granted to them.
20. The Distributor does not have the right to transfer his/her rights and obligations under this agreement to third parties without the written consent from CityLife.

The cost of the CL Tariffs and their Upgrade

21. CL Smart Tariff

The cost of the CL Smart tariff is 20 € (twenty) euros. Smart tariff includes one CL Smart Card.

The cost of the upgrade of the CL Smart Tariff to the CL Business Tariff is 200 € (two hundred) euros.

22. CL Business Tariff

The cost of the CL Business Tariff is 220 € (two hundred and twenty) euros. The Business tariff includes one CL Business Card, a wholesale package of 15 CL Smart cards, a wholesale virtual package of 15 CL Smart cards (see the personal cabinet). The cost of upgrading the CL Business Tariff to CL Premium is 560 € (five hundred and sixty) euros.

23. CL Premium Tariff

The cost of the CL Premium tariff is 780 € (seven hundred and eighty) euros.

The Premium tariff includes one CL Premium card, a wholesale package of 30 CL Smart cards and a wholesale virtual package of 30 CL Smart cards and one Special offer (see your personal cabinet). The cost of Premium Tariff Upgrade to Team Tariff is 2220 € (two thousand two hundred and twenty) euros.

24. CL Team Tariff

The cost of the CL Team Tariff is 3000 € (three thousand) euros. Team Tariff includes one CL Team Card, one Premium Tariff (without Premium card). Access to 40,000 Cards with a Free Account. Team receives a training program that allows them to make agreements with Distributors and Trade and

Service Enterprises on behalf of the company City Life. Team receives a percentage from transactions made by customers.

25. **Bonus for personal sale**

For personal sale of CL Cards, the Sponsor is rewarded by crediting the Bonus Points (CL) to the Personal Cabinet. The sale of the CL Smart card from his/her wholesale package will make up 800 CLs, for the sale of the Card from his/her virtual wholesale package he/she receives 700 CL points. The sale of CL Smart Cards not from his/her own wholesale package (in case if his/her CL Smart Cards have run out) will make up 300 CLs. In case if the sale of the CL Smart Card was on the Second and Other Generations, the Sponsor of which was the Distributor on the CL Smart Tariff, then for the sale of the Card from his/her wholesale package, the Sponsor will receive 500 CL points. If the sale of the Card is from his/her virtual wholesale package, he/she receives 400 CL points. For this sale, the Sponsor is charged 1 PV. This bonus is accrued if there is no CL Business Tariff, CL Premium Tariff, CL Team Tariff in the chain between the sponsor and the client. Sale of CL Business Tariff – 1500 CLs. For this sale the Sponsor is charged 12 PVs and 12 CVs to the corresponding the sale Team. CL Premium Tariff Sale - 5000 CLs. For this sale, the Sponsor is charged 40 PVs and 40 CVs to the corresponding Team. In the case if the personal Sponsor's invited conducts an Upgrade of his/her CL Business Tariff to the CL Premium Tariff, the Sponsor receives 3500 CLs. For this Upgrade the Sponsor is also charged 28 PVs and 28 CVs to the corresponding the sale Team. If the Sponsor belongs to the CL Business Tariff, 20 PVs and 20 CVs are charged for the sale of the Premium Tariff. For the Upgrade of CL Business Tariff to CL Premium Tariff, the Sponsor receives a Bonus of 8 CVs and 8 PVs to the corresponding the sale Team. The bonus for a personal invitation is accrued immediately after the registration of the purchase / upgrade on the Site. Sale of CL Team Tariff. In case the Sponsor belongs to the CL Team Tariff, 20000 CLs, 160 PVs and 160 CVs are awarded to the Sponsor for the given sale to the corresponding Team. In case if the personal Sponsor's invited conducts an Upgrade of his/her CL Premium Tariff to the CL Team Tariff, the Sponsor receives 15,000 CL. For this Upgrade the Sponsor is also credited 120 PVs and 120 CVs to the corresponding the sale Team. When the Sponsor's personal invited conducts an Upgrade of his/her CL Business Tariff to CL Team Tariff, the Sponsor receives 18500 CLs, 148 PVs and 148 CVs. In case if the personal Sponsor's invited conducts an Upgrade of his/her CL Smart Tariff to the CL Team Tariff, the Sponsor receives 19200 CLs, 159 PVs and 159 CVs. For the upgrade of CL Smart Tariff to CL Premium Tariff, the Sponsor receives a Bonus of 4200 CLs, 39 PVs and 39 CVs to the corresponding the sale Team. For the upgrade of CL Smart Tariff to the CL Business Tariff, the Sponsor receives a Bonus of 700 CLs, 11 PVs and 11 CVs to the corresponding the sale Team. If the Sponsor belongs to the CL Premium Tariff, 20,000 CLs, 40 PVs and 40 CVs are charged for the sale of the Team Tariff. For the upgrade of CL Smart Tariff to CL Team Tariff the Sponsor receives a Bonus of 19200 CLs, 39 PVs and 39 CVs to the corresponding the sale Team. For the upgrade of CL Smart Tariff to CL Premium Tariff, the Sponsor receives a Bonus of 4200 CLs, 39 PVs and 39 CVs to the corresponding the sale Team. For the upgrade of CL Smart Tariff to CL Business Tariff, the Sponsor receives a Bonus of 700 CLs, 11 PVs and 11 CVs to the corresponding the sale Team. For the Upgrade of CL Business Tariff to CL Team Tariff, the Sponsor receives a Bonus of 18500 CLs, 28 PVs and 28 CVs to the corresponding the sale Team. For the Upgrade of CL Premium Tariff to the CL Team Tariff the Sponsor receives a Bonus of 15,000 CLs, 0 PVs and 0 CVs to the corresponding the sale Team. In case if the Sponsor belongs to CL Business Tariff, 20,000 CLs, 20 PVs and 20 CVs are charged for the sale of the Team Tariff. For the upgrade of CL Smart Tariff to CL Team Tariff the Sponsor receives a Bonus of

19200 CLs, 19 PVs and 19 CVs to the corresponding the sale Team. For the Upgrade of CL Smart Tariff to CL Premium Tariff, the Sponsor receives a Bonus of 4200 CLs, 19 PVs and 19 CVs to the corresponding the sale Team. For the upgrade of CL Smart Tariff to CL Business Tariff, the Sponsor receives a Bonus of 700 CLs, 11 PVs and 11 CVs to the corresponding the sale Team. For the Upgrade CL Business Tariff to CL Team Tariff the Sponsor receives a Bonus of 18500 CLs, 8 PVs and 8 CVs to the corresponding the sale Team. For the Upgrade of CL Premium Tariff to CL Team Tariff the Sponsor receives a Bonus of 15,000 CLs, 0 PVs and 0 CVs to the corresponding the sale Team. The bonus for a personal invitation is calculated immediately after documenting the purchase / upgrade on the Site.

User charge for access to the Program

The Smart tariff provides access to the Program without the user charge.

Business, Premium and Team Tariffs provide access to the Program for the user charge of 6 (six) € per month.

The access to the Program is free of charge for the Distributor for the first calendar month from the moment of registration. Further, the user charge is paid by the Distributor to the Company's settlement account monthly in advance or by writing off bonus points from the Distributor's personal cabinet. In the period of non-payment of the user charge, access to the Program is suspended, all changes in the Structure are not counted, no Bonuses, Points and other rewards are accrued and are subsequently not reimbursed in any way (except charging cashback for personal purchases and the team's purchases). To restore access to the Program, even if the user charge has not been paid for several months in a row, it is enough to pay the user charge for one last calendar month. In case of non-payment of the user charge for twelve or more months in a row, the Manager's Personal Account is completely blocked, i.e. the number of personal invitees, the Status and all accumulated Volume is zeroed, and the Tariff is reduced to CL Smart.

26. Cashback

The CL Smart tariff gets Cashback only from its own purchases and purchases to the 2nd Generation.

The CL Business Tariff receives Cashback from its own purchases and Cashback from purchases of the CL Card users to the 4th Generation.

The CL Premium and CL Team Tariffs receive Cashback from their own purchases and Cashback from on-the-fly users of CL Cards to the 8th Generation. The latest information about Trade and Service Enterprises, Discount and Cashback is published on the website. The amount of Cashback can be viewed on the website in the Personal Cabinet in the section "Business Tools", the Company is entitled to change the percentage of Cashback unilaterally. Cashback from purchases in physical institutions of Partners is accrued immediately after their payment. Cashback from purchases in online stores of Partners is accrued after payment and delivery of goods.

27. Quick Start Bonus (QSB)

In order to receive the Quick Start Bonus, the Partner must fulfill the following condition: within 30 calendar days from the moment of connection of the first personally invited person to the CL Business or CL Premium or CL Team Tariff, connect at least three more personal invitees to the CL Business Tariff - two to the left and two to the right Teams, or a minimum of four personal invited to the CL Premium or CL Team Tariff - two to the left and two – to the right Teams as well. The upgrades carried out for this period are also offset to the fulfillment of this condition. The month in which the Sponsor fulfills the condition of obtaining QSB is considered a reporting one. The size of the QSB is 15,000 CLs, in case if at least one or more of the personally invited guests belong to CL Business Tariff and 50000 CLs in other cases, according to the conditions on the tariff plans.

28. Team Bonus (Binar)

Team Bonus is a bonus obtained by reducing points in the left and the right Teams.

The right to receive a team bonus is received by the Distributor, who has in his left and right teams one personal invited to the CL Business Tariff or CL Premium Tariff or CL Team Tariff. The Team Bonus is calculated as the Command Volume (CV) score in the lower leg multiplied by the Coefficient from the DC Table.

Charging the Team Bonus takes place once a day, at 00:00 UTC+3 time, by reducing the Binary pairs formed by this time.

DC Table in CL

Tariff	No status	Double Star	Diamond
Business	100	112,5	125
Premium	125	137,5	150
Team	150	150	150

1.30 Maximum payment of Weekly Team Bonuses.

The amount of the maximum payment of weekly Binary Bonuses depends on the Status on which the Distributor is.

Starting with the **Start** status: 72000 CL per week.

Starting with **Expert** status: 150000 CL per week.

Starting with **Star** status: 200000 CL per week.

Starting with the **Double Star** status: 300000 CL per week.

Starting with **Diamond** status: 400000 CL per week.

Starting with **Double Diamond** status: 500000 CL per week.

Starting with **Diamond Elite** status: 1000000 CL per week.

Starting with **Ambassador** status: 1500000 CL per week.

Starting with **President** status: 2000000 CL per week.

1.31. Career path.

1. Start Status

Qualification for obtaining Start status:

One personal non-member (Business or Premium, or Team Tariff) in the left Team and one personal non-member (Business or Premium, or Team Tariff) in the right Team; The volume is 50 PV.

Bonuses for obtaining Start Status:

Linear Bonus - 10% of the First Generation Binary Bonuses from the Business, Premium and Team Tariffs

1.31.2 Expert Status

Qualification for obtaining Expert status:

Two personal non-members (Business or Premium, or Team Tariff) in the Inner leg and one personal non-member (Business or Premium, or Team Tariff) in the Sponsor leg; one Distributor with the Status not less than Start in any Generation – in the Inner leg; the volume is 800 PV.

Bonuses for obtaining Expert Status: Career Bonus– 20000 CL;

The linear Start Status Bonus and 10% of the Second Generation Binary Bonuses from the Business, Premium and Team Tariffs. The linear bonus is charged if there are 3 team cycles within the Reporting Financial Week.

1.31.3 Star Status

Qualification and conditions for obtaining Star status:

Two personal non-members (Business or Premium, or Team Tariff) in the Inner leg and two personal non-members (Business or Premium, or Team Tariff) in the Sponsor leg; two Distributors with the Status not less than Start in any Generation – one in each, left and right Teams; the volume is 1600 PV. For obtaining the status it is necessary to get 6 Team cycles within the Reporting Financial Week, and confirm 6 Team cycles within the week following the reporting week.

Bonuses for obtaining Star Status: Career Bonus– 40000 CL

The linear Expert Status Bonus and 5% of the Third Generation Binary Bonuses from the Business, Premium and Team Tariffs. The linear bonus is charged if there are 3 team cycles within the Reporting Financial Week.

4. Double Star Status

Qualification for obtaining Double Star status:

Two Distributors with the Status not less than Expert in any Generation - one in each, left and right Teams; the volume is 8000 PV. For obtaining the status it is necessary to get 20 Team cycles within the Reporting Financial Week, and confirm 20 Team cycles within the week following the reporting week.

Bonuses for obtaining Star Status: Double Star Bonus– 100000 CL;

The Leadership Bonus is 1% of the Company's network turnover for six months, which is divided among all Distributors who have reached this status. The Linear Star status bonus and 5% of the Fourth Generation Binary Bonus from the Business, Premium and Team Tariffs. The Linear bonus is charged if there are 10 team cycles within the Reporting Financial Week.

1.31.5 Diamond Status

Qualification for obtaining Diamond status:

Two Distributors with the Status not less than Expert in any Generation - one in each, left and right Teams; the volume is 20000 PV. For obtaining the status it is necessary to get 40 Team cycles within the Reporting Financial Week, and confirm 40 Team cycles within the week following the reporting week.

Bonuses for obtaining Diamond Status: Career Bonus– 200000 CL;

The Leadership Bonus is 1% of the Company's network turnover for six months, which is divided among all Distributors who have reached this status, at the same time the Leadership Bonus will be updated at all previous statuses. The Linear Double Star status bonus and 5% of the Fifth Generation Binary Bonus from the Business, Premium and Team Tariffs. The Linear bonus is charged if there are 20 team cycles within the Reporting Financial Week

6. Double Diamond Status

Qualification for obtaining Double Diamond status:

Two Distributors with the Status not less than Double Star in any Generation - one in each, left and right Teams; the volume is 40000 PV. For obtaining the status it is necessary to get 80 Team cycles within the Reporting Financial Week, and confirm 80 Team cycles within the week following the reporting week.

Bonuses for obtaining Double Diamond Status: Career Bonus– 500000 CL;

The Leadership Bonus is 1% of the Company's network turnover for six months, which is divided among all Distributors who have reached this status, at the same time the Leadership Bonus will be updated at all previous statuses. The Linear Diamond status bonus and 5% of the Sixth Generation Binary Bonus from the Business, Premium and Team Tariffs. The Linear bonus is charged if there are 40 team cycles within the Reporting Financial Week

1.31.7 Diamond Elite Status

Qualification for obtaining Diamond Elite status:

Two Distributors with the Status not less than Diamond in any Generation - one in each, left and right Teams; the volume is 160000 PV. For obtaining the status it is necessary to get 200 Team cycles within

the Reporting Financial Week, and confirm 200 Team cycles within the week following the reporting week.

Bonuses for obtaining Diamond Elite Status: Career Bonus– 2000000 CL;

The Leadership Bonus is 1% of the Company's network turnover for six months, which is divided among all Distributors who have reached this status, at the same time the Leadership Bonus will be updated at all previous statuses. The Linear Bonus is a linear Double Diamond status bonus and 5% of the Seventh Generation Binary Bonus from the Business, Premium and Team Tariffs. The Linear bonus is charged if there are 100 team cycles within the Reporting Financial Week.

8. **Ambassador Status.**

Qualification for obtaining Ambassador status:

Two Distributors with the Status not less than Double Diamond in any personal Generation - one in each, left and right Teams; the volume is 300000 PV. For obtaining the status it is necessary to get 350 Team cycles within the Reporting Financial Week, and confirm 350 Team cycles within the week following the reporting week.

Bonuses for obtaining Ambassador Status: Career Bonus– 3000000 CL;

The Leadership Bonus is 1% of the Company's network turnover for six months, which is divided among all Distributors who have reached this status, at the same time the Leadership Bonus will be updated at all previous statuses. The Linear Bonus is a linear Ambassador status bonus and 5% of the Eighth Generation Binary Bonus from the Business, Premium and Team Tariffs. The Linear bonus is charged if there are 175 team cycles within the Reporting Financial Week

9. **President Status**

Qualification for obtaining President status:

Two Distributors with the Status not less than Diamond Elite in any personal Generation - one in each, left and right Teams; the volume is 500000 PV. For obtaining the status it is necessary to get 600 Team cycles within the Reporting Financial Week, and confirm 600 Team cycles within the week following the reporting week.

Bonuses for obtaining President Status: Career Bonus– 5000000 CL;

The Leadership Bonus is 1% of the personal structure's turnover with the evermore possibility of the account conveyance by inheritance; if a Distributor with the President status appears in the Distributor's structure with the President status. Then 1% of a large structure will be divided between two Distributors with President status, and this is so for each new Distributor with the President status. The Linear Bonus is a linear Ambassador status bonus and 5% of the Ninth Generation Binary Bonus from the Business, Premium and Team Tariffs. The Linear bonus is charged if there are 300 team cycles within the Reporting Financial Week

The Career and Linear Bonuses are charged immediately after achieving the appropriate Status. All charges are executed in the bonus system (CL). The month, within which a Partner obtains a Status, for achieving of which the Leadership Bonus is provided, is considered as a reporting month. The Leadership

bonus is paid within 6 months following the reporting one and are charged from the 10th to 15th day of each month. The amount of the Leadership Bonus is determined monthly by distribution of the appropriate per cent of the Company's Network turnover for the previous month for everyone, who has received the appropriate Status that month.

32. **Auto Bonus**

The Partners with the Expert Status and higher have the right to obtain the Auto Bonus.

For obtaining the Auto Bonus it is necessary to earn a minimum volume of 20 pairs weekly within 4 consecutive weeks. Starting with Monday and till the Monday of the fourth week and in the case of its successful maintenance there is the right to get the following fees:

- 20 binary pairs – fee up to 6000 CL
- 50 binary pairs – fee up to 15000 CL
- 100 binary pairs – fee up to 30000 CL
- 200 binary pairs – fee up to 60000 CL
- 400 binary pairs – fee up to 150000 CL

The payments are made for a premium car. Fees charging is executed by transferring the Bonus Points (CL) to the Personal Cabinet of the Partner. Bonus Points, charged to the Partner's Personal Cabinet, are payable only if the following conditions are met:

- The car possession at a price not less than 7 700 € (five hundred and forty thousand) ;
- The Partner undertakes to place the satisfactory Company's logo on the car, purchased under the program;
- The car must belong to the Partner, claiming to participate in the program "Auto Bonus from the Company", as a property. The bonus points, charged under the "Auto Bonus from the Company" program are not payable till the moment of compliance with the conditions, described in Par. **4.11.**
- If the conditions, specified in Par. **4.11** hereof are met, the Partner purchases a car at a price not less than 7 700 € , providing the Company with the copies of the Sales and Purchase Agreement and the Manufacturer's Certificate of Origin (in the case of the vehicle's purchase on credit, the copy of the credit contract as well).

The Auto Bonus is limit-purpose and is paid by the Company only for Auto credit repayment based on the required documents for the reporting month.

OTHER TERMS AND CONDITIONS

1.33 The Distributor guarantees that all the terms of this Agreement are fully clear to him and he accepts them unreserved and in full.

1.34 In case of refusal to participate in the program, funds are not refundable.

1.35 The Distributor guarantees that the conditions of the Company's General Marketing specified on the Company's Site are fully clear to him and he accepts them unreserved and in full.

1.36 The Distributor is not an employee, a representative of the Company. Because of this, the Distributor has no right to speak on behalf of the Company without his consent.

1.37 The rights that are granted to the Distributor as a participant in the Program are the object hereunder. The participation in the Program cannot be recognized as property and/or goods.

CityLife LP, Company Number: LP2223

Registered address: Office 29, Clifton House, Fitzwilliam street lower, Dublin 2

Office address: Block B, The Crescent Building, Northwood, Santry, Dublin 9, Dublin, D09 C6X8, Republic of Ireland

e-mail: info@cl.world

phone number: 01 893 4902 (+353 1 893 4902)

Bank name: UAB “Paysera”

EVP2510003465493CITYLIFE LP

Bank address: Menulio Street 7, Vilnius, LT-04326, Lithuania

IBAN: LT14350002575824

Annex №1

This Annex specifies the terms and conditions of the Partner's participation in the stipulating, «Office from the Company» program, allowing receiving the fees from the Company for payment of the lease offices by the users in order to promote the Company's products.

1. Conditions of the Program's participation:

1.1. Partners who have leased an office premises in order to promote the Company's products have the right to participate in the "CityLife Office Program". A single office, with the "responsible" status from one city has the right to participate in the program. The amount of fee is 3% of this city's turnover, upon condition of minimum turnover of 1 500 €, when a minimum turnover is 3 000 € , the amount of fee will increase by 2% of the turnover of this city. The above-mentioned volume of turnover should be maintained within thirty calendar days.

1.2. After entering into Lease Agreement with the owner of the office premises, the Distributor is obliged to send the satisfactory application to the Company within three calendar days with a mandatory supplement of the documents; copies, specified in the terms and conditions of this Annex. When the Company confirms receipt of data and accepts an application, the Distributor who has leased an office premises is considered a participant of the program

1.3. The Company has the right deny for convenience this or that Distributor in participation in this program.

2. Participation and payments:

2.1. The amount of fee cannot be more than 100% from the calculation of the lease sum for the office premises specified in the lease agreement. In the event that the company determines that the office premises is not actually used for its intended purpose, namely that it does not perform the functions of maintenance and promotion of the company, the administration is entitled to revoke the fee at its discretion.

2.2. If the company determines that the lease sum for the office premises is significantly overestimated, based on the average market value of commercial real estate in the region, the administration may revoke the fee at its discretion.

3. Payment procedure:

3.1. Payments are made by charging funds to the private cabinet of the active partner who has leased the office premises.

3.2. Payments are made subject to the following conditions: The maintained turnover is specified (in paragraph 1.1 of this Annex within the prescribed period, The availability of a leased office premises is not lower than "B" class in the central part of the city; Submission of the satisfactory application with all the necessary documents described in it. Use of office premises is completely for promoting the company's products. If the partner who has leased the office premises for any reason terminated cooperation with the company, he is obliged to notify by e-mail: info@cl.world.

3.3. The distributor who has received fee on a personal account under the "CityLife Program" is required to use these funds strictly lease payments of the specified office premises, as well as for its

improvement. In case of violation of this paragraph, the Company has the right to terminate the specified user. In this case, lost commissions because of account termination are not subject to refunding and reimbursement to the Distributor.

4. Other terms and conditions.

4.1. Any Distributor has the right to operate in the specified office.

4.2. The Distributor is aware and agrees that the Company is not responsible for the Distributor's obligations before the third parties.

4.3. The fee payment is carried out in the event that the specified turnover was made in the specified office premises. In the event that the volume of turnover is completed in the city without participation of the specified office, the office's fee is paid exclusively for turnover in the specified office premises.

4.4. The terms of this Program are not a public offer. The Company has the right to amend the terms of the Program unilaterally, which come in force since the moment of publication on the Company's official website.

4.5. The terms of this program apply only to Distributors who have the "Active" status.

Auto Program CityLife

To the Administration of CityLife LP
(info@cl.world)

From the Distributor Full Name ID:

Resident of city _____, _____ Str., build. __, ap. __,
telephone: _____ e-mail: _____

Application

In connection with my fulfilment of all required conditions for participation in “CityLife Auto Program”, specified in the Public Offer Agreement, You are kindly requested to include me to the participants list of “CityLife Auto Program”.

Supplements:

Passport Copy (photo);

Manufacturer’s Certificate of Origin copy (photo); Vehicle Registration Certificate copy (photo);

Photo of the vehicle (with state number);

Copy of the Credit Agreement (in the case if the vehicle is purchased on credit);

Date: _____ Sifnature/Initials _____ / _____

Office Program CityLife

To the Administration of CityLife LP
(info@cl.world)

From the Distributor Full Name ID:

Resident of city _____, _____ Str., build. __, ap. __,
telephone: _____ e-mail: _____

Application

In connection with my fulfilment of all required conditions for participation in “CityLife Office Program”, specified in the Public Offer Agreement, You are kindly requested to include the office at address (state, city, street, building, floor, office) to the participants list of this program and assign it the “Regional” status.

Supplements:

Passport Copy (photo);

Lease Agreement copy (photo);

Office premises photo.

Date: _____ Signature/Initials _____ / _____