

Agreement

between

Osmium-Institut zur Inverkehrbringung und Zertifizierung von Osmium GmbH, legally represented by the
Managing Director Ingo Wolf, Höllriegelskreuther Weg 3, 82065 Baierbrunn

hereinafter referred to as the "Osmium-Institute Germany"

and
the tipster

hereinafter referred to as „tipster“

Preamble

The Osmium-Institute Germany is the leading international organization entrusted with the market introduction and certification of crystalline osmium. The purpose of this agreement is to bring crystalline osmium into circulation worldwide, whereby the tipster actively supports this activity. The tipster is legally, commercially, contractually and otherwise completely independent of the Osmium-Institute Germany and the Osmium State Institutes of other countries.

1. General Information

The Osmium-Institute Germany uses a number of specific terms in its interaction with its contractual partners, which are defined below and used in this agreement.

1.1. Osmium-Institute Germany

Osmium-Institut zur Inverkehrbringung und Zertifizierung von Osmium GmbH, is the leading international organisation responsible for the market introduction and certification of crystalline osmium. The Osmium-Institute Germany prepares and publishes all regulations for the trade and handling of crystalline osmium.

1.2. Onboarding

Process for implementing new partners via an internet tool.

1.3. Onboarding process

The onboarding process takes place when a tipster first enters his personal data into the database on the "online trading platform" at www.osmium-onboarding.com and individually selects his own referrer code. Afterwards, the user takes part in the training course and then takes the exam. The natural or legal person or association of persons who have successfully completed these steps will receive a certificate from the Osmium-Institute Germany after passing the examination and will thus be listed as a partner. After the first registration, the tipster can also obtain a different status and become a trader.

1.4. Online sales tool

Database in which a national wholesale partner, a national Osmium-Institute, tipsters, retailers or wholesalers have entered their prospective customers and partners to ensure that if this prospective customer makes a purchase, this will be taken into account when calculating their commission. If this prospective customer does not make a purchase within six months of the data being entered into this database, each partner may thereafter

endeavor to make or broker a purchase with this customer. The tipster, retailer or wholesaler can extend this period, provided the Osmium-Institute Germany agrees to this.

1.5. Osmium

Certified crystalline osmium. Element with atomic number 76 in the natural isotope mixture and a purity of over 99.9995 percent.

1.6. Partner

Legal or private persons or associations of persons or a similar association of several persons who have successfully completed the onboarding process of the Osmium-Institute Germany, including tipsters.

1.7. Gram price

The price per gram is the pure material price per gram of crystallized osmium, indicated in Swiss francs. On all internet pages that display the gram price, the daily updated prices in USD and EUR are also shown. However, the basis for calculating the price in Switzerland is always the national currency, the Swiss franc.

1.8. End customer price / retail price

The retail sales price is indicated in the buyer's local currency in the online shop (www.buy-osmium.com). The retail price is the sum of the gram price and the individual processing costs for each piece of osmium and is stated in the online shop of the Osmium-Institute Germany or an online shop of a Wholesale Partner.

1.9. Discount

The difference between the reduced price at which a partner can buy osmium and the retail price. The discount is granted to the partner according to their status and is between 6 and 11 %.

1.10 Tipster

Legal or private persons or association of persons or a similar association of several persons whose initial indication led to a sale or a new partner being acquired. Tipsters can also be retailers or wholesale partners. In this case, the retail or wholesale partner agreement is applicable.

1.11. Referrer code

A code consisting of several letters, which may also form a word that uniquely identifies a wholesale or retail partner in the structure. A QR Code (quick response, square matrix of white and black squares that represent the coded data in binary form) or a deep link (direct reference to a specific "deeper" subpage of a website or web-based application) that branches from an internet page directly to the region of the online shop associated with the recommender.

1.12. Online training

In order to be able to prove that they have acquired specialist knowledge in dealing with osmium, every potential future partner is obliged to complete a training course of the Osmium-Institute Germany online at www.osmium-academy.com and to pass the corresponding test.

2. Monopoly disclosure crystalline osmium

2.1. Osmium as a precious metal

Osmium is a precious metal and is traded internationally. It is mainly found in platinum mines associated with platinum. Osmium is often offered there as a so-called compound, for example as osmium tetroxide. Osmium is separated metallurgically from other metals and is only pure enough to be used after a few processing steps. The pure form of osmium is not cast in ingots, as is customary for other precious metals, but bottled. At this stage it is called osmium sponge. Osmium sponge is the raw form of osmium, which is also used for crystallization. The crystallization process is the process of rearranging atoms in the crystal to create a new crystal structure. As the crystal structure changes, the chemical and physical properties also change.

2.2. Crystalline osmium

This monopoly disclosure relates only to crystalline osmium.

2.3. Crystallization of osmium

The process of crystallization is not generally known in the scientific community and is not yet available to other companies. Crystalline osmium is therefore only marketed by the Osmium-Institute Germany. Osmium in its crystalline form is only available for the Osmium-Institute Germany from a single source in Switzerland. The complex process of osmium crystallization is currently only mastered by the supplier in Switzerland.

2.4. The exclusive agreement

The Osmium-Institute Germany has concluded an exclusive agreement with the provider in Switzerland with no limitation in duration. The purpose of the agreement is a regulated introduction into the market via the Osmium-Institute Germany, which has been exclusively commissioned with this task by the Swiss company. The employees of the Institute are obliged to act according to strict scientific principles and to provide each piece of osmium with a certificate of authenticity.

2.5. The database

In addition, the Osmium-Institute Germany maintains a database in which the scans of osmium pieces in circulation can be queried internationally. The purpose of the database is to enable a comparison of the crystal structure of a real piece of osmium with its scan from the certification. Every owner of osmium has the right to query data about his osmium from this database when he enters the respective OIC on the www.osmium-identification-code.com. Proof is provided by presenting or entering the Osmium Identification Code (OIC for short), which is supplied with each piece of osmium. The Osmium Identification Code is an eight-digit letter and number code that follows a one- to three-digit classification code.

2.6. The Monopoly

Through the sole introduction of osmium into the market by the Osmium-Institute Germany, a monopoly exists which is linked to the monopoly on crystallization, i.e. the process of changing the crystal structure of osmium.

3. The pricing system

3.1. No trading in a trading system

The monopoly also applies to pricing, which takes place in Switzerland. Osmium is currently not traded via a trading system. The price is not represented by a market rate. However, the supply of raw osmium and the demand for crystalline osmium are the main factors influencing the price.

3.2. Price transparency

The price is formed and published every day, taking into account the following key aspects:

Supply of raw osmium, supply of crystalline osmium offcut for redistillation, option contracts for raw osmium, current stock of raw osmium, number of crystallization furnaces, electricity price, costs for personnel, costs for safety in the laboratory, establishment of reserves, costs for certification and packaging, cut prices for crystalline osmium, demand for crystalline osmium, current sales of crystalline osmium and several less weighted factors.

3.3. Harvest rate as an aspect of pricing

The most important aspect of daily pricing is the harvest rate. The harvest rate is the amount of osmium that can be used after the crystals have been grown and does not have to be returned to the process. The resulting scrap of unusable crystals must be distilled several times and recrystallized at high technical and monetary costs.

4. The contracting parties

4.1. The Osmium-Institute Germany

The Osmium-Institute is a monopoly company in the legal form of a German limited liability company entrusted with the market introduction and certification of crystalline osmium. The Osmium-Institute Germany is building a worldwide structure, which establishes an Osmium-Institute in as many countries of the world as possible, with subordinate national trading partners as wholesale and retail partners as well as tipsters. It trains and certifies these business partners and also certifies crystalline Osmium worldwide and sends it to the respective national institutes. In addition, the Osmium-Institute Germany maintains the corresponding database in which all pieces of crystalline osmium placed on the market by the Osmium-Institute Germany are certified and these certificates are stored through a code, the OIC.

4.2. The tipster

The tipster is a legal or natural person, a partnership or a similar association of several persons. Only those who have successfully completed the onboarding process and the corresponding training and - after passing the examination - certification of this training at the Institute with express recognition of the conditions set by the Osmium-Institute Germany can be a tipster. The tipster is neither an employee nor a collaborator of the Osmium-Institute Germany.

5. Rights and obligations of the tipster

5.1. Partner status

The tipster must be approved by the institute as a partner.

5.2. Possible dual function

As a partner, the tipster can also be a retailer or wholesaler in addition to its function as a tipster. If the tipster is also a retail or wholesale partner, the claims as a tipster are based exclusively on the retail or wholesale partner agreement.

5.3. Freedom from instructions

The contractual partner is not bound by instructions.

5.4. No territorial protection and no right of representation

The tipster has neither territorial protection nor a right of representation. He/she may not make or accept any statement with effect for or against the Osmium-Institute Germany, nor may he/she appear or act on behalf of the Osmium-Institute Germany.

5.5. Task of the tipster

The task of the tipster is to introduce interested parties and potential buyers of osmium to the Osmium-Institute Germany, a state institute partner or a wholesale partner. This is done by naming either potential new partners for the Osmium-Institute Germany or potential end customers with their express consent and in compliance with data protection regulations in such a way that the Osmium-Institute Germany is enabled to either (when naming possible partners) carry out an onboarding process or sell crystalline osmium to end customers. In doing so, the tipster has to inform the interested parties and potential buyers he has recruited about his referrer code and point out to them that they have to provide this referrer code to the Osmium-Institute Germany when buying or brokering.

5.6. List of evidence

The tipster must keep a record of the sales of crystalline osmium made by him/her and, at the request of the Osmium-Institute Germany, must disclose this to the Osmium-Institute Germany at any time immediately, completely and free of charge.

This measure serves as a supplement to and safeguarding of the electronic ordering system, which documents all purchase and sales transactions

6. Commission of the tipster

6.1. Successful onboarding process

If the German Osmium-Institute conducts an onboarding process for a new partner named by a tipster, this onboarding process must be successfully completed by the new partner. Then this new partner must bring crystalline osmium into circulation in order to trigger a commission claim from the tipster.

6.2. Entitlement to commission

If the tipster names an end customer, a commission claim based on the net price that the end customer pays to the Osmium-Institute Germany is only triggered if this end customer buys, acquires and pays for crystalline osmium. This applies both to the mediation of a direct sale and to the mediation of a sale by a trading partner.

6.3. Information obligation

The Osmium-Institute Germany will inform the tipster of the transactions that have come about in accordance with section 6.1. or 6.2. The notification is carried out by displaying the purchase in the partner area of the billing software. An active push message is only carried out in special cases.

6.4. Brokerage business

In the brokerage business, the goods are purchased via a trading partner, the online platform of a trading partner or the online shop www.buy-osmium.com using the recommender code, a QR code or a deep link. The sale is handled by the State Institute Partner, a retailer or via a wholesale partner.

6.5. Refund of commissions

If the purchase is cancelled for a reason beyond the control of the Osmium-Institute Germany, the State Institute Partner or a wholesale partner or retailer, the commission must be refunded. In such a case, after the purchase price has been refunded to the buyer, the commission is to be refunded by the tipster within two weeks or will be offset against outstanding commissions in accordance with the Osmium-Institute Germany.

7. Calculation, maturity and payment of the commission

7.1. Level 0

The tipster receives a one-time commission of 6% of the net retail price on all purchases made by the tipster himself at the Osmium-Institute Germany (**level 0**). The sale of crystalline osmium by the Osmium-Institute Germany always represents level 0 for the buyer. The levels are counted starting from the buyer.

7.2. Level 1

If the Tipster provides proof that leads to the successful onboarding of a new Partner and if this new Partner then makes successful sales of crystalline osmium, the tipster will then receive a commission of 3% on the net retail price (**Level 1**).

7.3. Level 2

If the Tipster provides evidence that leads to the successful onboarding of a new Tipster at the Osmium-Institute Germany and if this new Tipster then purchases crystalline osmium for his own use or if this new Tipster provides proof that leads to the successful onboarding of a new Partner at the Osmium-Institute Germany and if this new Partner then makes successful sales of crystalline osmium, the Tipster will then receive a commission of 2% on the net retail price (**Level 2**).

7.4. Level 3

If a further tipster is engaged and transactions are then carried out by this person in the sense of section 7.3, the tipster will then receive a commission of 1% of the net final sales price from these transactions (**Level 3**).

7.5. Level 4

If a further tipster is engaged and then transactions are carried out by this person in the sense of section 7.4, the tipster will then receive a commission of 0.5% of the net retail price from these transactions. (**Level 4**).

7.6. Non-cash payment

The commission will be invoiced according to the above regulations by the Osmium-Institute Germany, taking into account the commission levels plus the respective valid legal VAT, if the tipster has not provided qualified proof to the Osmium-Institute Germany that he/she is not subject to VAT or exempt from VAT, and will be transferred to an account named by the tipster in text form and registered in his/her name. For this purpose, the Tipster must provide the German Osmium Institute with complete and valid bank details in writing within 8 weeks after the Osmium Institute has invoiced the commission. There will be no cash payment of commissions. The commission is due in the month following a transaction. If the Osmium-Institute Germany is not provided with bank details or if these cannot be determined, the Osmium-Institute Germany will twice ask the tipster in text form to provide his bank details. If these are not provided, not provided completely or not provided on time, the Osmium-Institute Germany will pay the commission to the tipster in the form of goods within two weeks after the last request.

7.7. Listing

The commissions due for payment for each Partner are listed on the Osmium-Sales Server of the Osmium-Institute Germany on the basis of the sales made, in compliance with the data protection regulations.

7.8. Right of choice

The tipster has the commission payout choice between cash or in the form of crystalline osmium. He must inform the Osmium-Institute Germany of his choice in writing immediately after receipt of the statement. If no such notification is received by the time the payment is due, the commission will be paid out in cash, unless the tipster has not provided a bank account on time and in text form.

7.9. Taxation

Only the tipster is responsible for the correct taxation of commissions received.

7.10. Expiry date

Commission claims expire at the latest three years after the conclusion of an end-customer transaction, which has come about as a result of causal evidence on the part of the tipster within the context of levels 0 to 4.

8. Marketing and advertising

The tipster may only carry out marketing and advertising measures with the prior consent of the Osmium-Institute Germany. The prior approval must be given in text form. Marketing and advertising measures on the part of the tipster may only be carried out in accordance with the specifications of the Osmium-Institute Germany and only by using material that has either been made available exclusively by the Osmium-Institute Germany or has been tested by the Osmium-Institute Germany for use and has been expressly approved for marketing and advertising purposes in text form.

9. Internet presence and appearance/presence in other electronic media

Every internet presence of the tipster as a tipster must be approved in advance by the Osmium-Institute Germany. With regard to the presentations and documents used, the regulations under section 8 apply. The same applies to the appearance/presence or any other presentation in other electronic media, of whatever kind, also non-commercial. For the duration of this agreement, the Osmium-Institute Germany grants the tipster a free right of use to all audio, text, video content or other works of the Osmium-Institute Germany published and protected by copyright in electronic media or in any other way. With the termination of this agreement, these rights of use also expire without the need for a separate termination. Furthermore, the Osmium-Institute Germany may prohibit the tipster in writing from using these rights at any time.

10. Costs of the tipster

The national wholesale partner shall bear all costs incurred by him, also with regard to presentations, advertising, internet presence, travel expenses etc. himself.

11. Competition agreements

There are no competition agreements or restrictions of competition.

12. Term and termination

12.1. Duration

This agreement is concluded for an indefinite period.

12.2. Term of notice

Either party may terminate this agreement by giving two weeks' notice to the end of a month. The termination does not result in the expiration of commission claims from transactions already initiated or executed.

12.3. Termination without notice

Either party may terminate this agreement without notice for good cause. An important reason is given in particular if essential regulations of this contract are violated.

12.4. Text form requirement

The termination must be made in writing.

13. Further provisions

13.1. Supplementary regulations

If supplementary regulations are agreed, they must be bindingly attached to this contract in an appendix.

13.2 German Law

The contract is subject to German law under exclusion of international private law and under explicit exclusion of the UN sales law (CISG).

13.3. Contract language

The contract language is English.

13.4. Place of jurisdiction

The place of jurisdiction is - as far as legally permissible – Munich

13.5. No participation in consumer dispute resolution procedures

The Osmium-Institute Germany does not participate in the EU dispute resolution procedure or other dispute resolution procedures before consumer arbitration bodies and is not obliged to.

13.6. Text form requirement

Amendments and supplements to the contract must be made in writing (e-mail is sufficient) in order to be effective. This also applies to the cancellation of the text form requirement itself.

13.7. No assignment

Claims of the tipster against the Osmium-Institute Germany and/or its employees - for whatever legal reason - can only be assigned to third parties with the consent of the Osmium-Institute Germany and only in text form. Consent may not be unreasonably withheld.

13.8. Severability clause

Should any provision of the agreement be or become invalid, ineffective or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected. The void, ineffective or unenforceable provision shall then be replaced by a provision which corresponds to the objectives pursued by the parties with the void, ineffective or unenforceable provision, insofar as this is legally permissible and possible. The same applies in the event of a loophole. The replacing provision shall then be deemed to have been agreed from the beginning (or from the time of invalidity, ineffectiveness or impracticability).

Place: _____

Date: _____

Signatures:

Osmium-Institute Germany: _____

Tipster: _____