



Rechtsanwälte KRAUL  v. DRATHEN Zeppelinstraße 4  D-30175 Hannover

Be Infinity Limited
Unit 1411, 14/Floor, Cosco Tower
183 Queen's Road Central
Sheung Wan, Hongkong

**only via E-Mail: c.nickel@be-infinity.com
cfo@be-infinity.com**

Hanover, July 20th, 2021
376/20 -VII- M/he

Certification of legality for sales

Dear Mr Nickel,
dear Mr Paa,

in the matter stated above we are hereby referencing your email dated May 5th, 2021, in which you elaborated on your sales operation, your email dated June 16th, 2021, in which you provided us with your "Compensation Plan" version 1 from June 11th, 2020, as well as our own email dating from April 28th, 2021.

Subsequently, it will be described how Be Infinity's sales system, taking the information provided to me into consideration, would not violate the ban on progressive customer canvassing (the German legal term is: *progressive Kundenwerbung*), which otherwise would result in a ban on your sales system and your personal criminal liability under German law.


1. The sales partners shall undertake planning as well as execution of advertising activities for the purpose of generating new customers for "Be Infinity Limited" and shall take care of the promotional support for these newly acquired customers. They enter into agreements on behalf of Be Infinity with regard to the sale of products and services to consumers.


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Gerichtsfach 184

For the services to be rendered, the sales partners shall be compensated on the basis of the "Compensation Plan" as amended. The compensation of the sales partners as set out by the "Compensation Plan" shall be the basis permitting these sales partners to make a profit independently from the acquisition of new sales partners. They will be supported by promotion carried out by Be Infinity. Even in cases where customers of the sales partners (consumers) should purchase products or services not through them, but directly from Be Infinity, the sales partner shall receive a financial compensation.

The sales partners shall always be in direct and personal contact with the consumer in order to ensure a flow of information in both directions and to provide the consumer with the best possible information regarding the products and services offered by Be Infinity.

2. The sales partners and Be Infinity shall enter into a sales contract on the basis of Be Infinity's general terms and conditions.

They shall make use of Be Infinity's promotional material and ensure that consumers are not excessively bothered by, for example, phone, email or messenger advertising.

3. The sales partners do not participate in a multi-level marketing system in the form of a pyramid sales system.

3.1 They shall **not** be employed by Be Infinity to progressively recruit new sales partners on different levels or to use aggressive methods of advertising, negotiation and marketing (German legal term: *Drückermethoden*) vis a vis the consumer.

The sales partners shall **not** be compensated in accordance with a compensation plan based solely on their sales successes, allowing them only to be promoted or demoted in the system's hierarchy based on that individual parameter.

Be Infinity shall **not** grow in a manner that will sooner or later result in decreasing profit opportunities for new sales partners, but instead pursue a homogenous growth rate.

Be Infinity's sales partners shall **not** have a reduced chance for making profit, even if they signed up at a later point in time than others.

No commission shall be paid in cases where a sales partner may offer to their customer a commission for entering into contracts with Be Infinity.

Sales Partners do **not** gain any particular advantages when they encourage their customers to enter into similar deals.

There shall be **no** entrance fees, bonuses, discounts **nor any** kind of obligation to purchase minimum amounts of any products or services offered by Be Infinity that have been or will be purchased.

Consumers are **entitled to the right** to cancel the contract entered into with Be Infinity within 14 days from the date of the contract without having to provide any reason for doing so.

The sales partners shall inform consumers when first contacting them of the commercial nature of the interaction.

There shall be **no** financial incentive within the sales organization that one sales partner would hand "up" to another sales partner.

Sales partners shall **not** be encouraged to invest large amounts of their own money.

Sales partners shall **not** be under pressure to recoup their initial investment or to generate profits.

3.2 Be Infinity emphasize that all sales partners shall exclusively be compensated on the basis of the "Compensation Plan". The sale of products and services provided by Be Infinity is paramount for income opportunities.

The sales partners may market products and services provided by Be Infinity within their personal network, both online and offline, and generate income based on the "Compensation Plan".

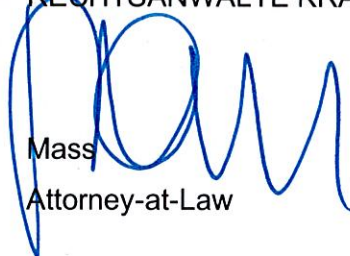
Be Infinity want their sales partners to sell Be Infinity's products and services to consumers.

Be Infinity's sales partners may acquire new sales partners for Be Infinity's sales network.

4. **Progressive customer canvassing shall be penalized**, should the customers be consumers when they are being marketed to. Be Infinity's sales partners are not permitted to attract consumers as new customers solely for the purpose of recruiting them as new sales partners with promises of financial benefits for the acquisition of new customers, who, in turn, are to be encouraged to recruit new customers through corresponding promises, etc. Be infinity does not promote the recruitment of every new customer as a sales partner for Be Infinity's sales organization.
- Be Infinity's sales system is a legal distribution channel for products and services. The decisive factor for this is the content of the "Compensation Plan" as amended.

Kind regards

RECHTSANWÄLTE KRAUL, v. DRATHEN



Mass
Attorney-at-Law