

1. Purpose of this Agreement

These General Terms and Conditions set forth the conditions under which a person may participate as an ACN Independent Business Owner ("IBO") and obtain the right to promote and sell ACN Services and promote the ACN Opportunity. The following documents shall apply to the Independent Business Owner Application and Agreement ("Agreement") and form an integral part hereof: these General Terms and Conditions, the Policies and Procedures, the Compensation Plan, the Privacy Policy as well as any supplementary documents provided to the IBO by ACN.

2. General Provisions

- (a) IBOs are compensated and promoted based on the successful promotion and sale of ACN Services to Customers in accordance with these General Terms and Conditions and the Compensation Plan. Success as an IBO is based on the IBO's individual efforts and abilities, and no earnings, profits, or business success are promised or guaranteed. No compensation is earned for the promotion of the ACN Opportunity or the sponsorship of new IBOs.
- (b) The contract terms, services and trading programmes, and compensation systems of direct marketing companies are not subject to prior review or approval by any government agency.
- (c) The person submitting this Application and Agreement confirms that the IBO is authorized to enter into this Agreement with ACN and that the Individual or Primary Contact Person identified in the Application (1) is at least 18 years of age; (2) is a citizen or legal resident of Ireland; and (3) has authority to work in Ireland.
- (d) Your Activity under this Agreement shall be centered in Ireland; however, you may be able to promote ACN Services and the ACN Opportunity in any country in which the ACN Group operates subject to these General Terms and Conditions and compliance with applicable laws and regulations in such countries.
- (e) You have the right to withdraw from this Agreement and get your money back within 14 days in accordance with clause 12

3. Definitions

Capitalized terms have the following meanings unless the context requires otherwise:

- (a) "ACN", "We", or "Us" means All Communications Network (ACN) Ireland Limited, Companies Registration Office No. 325008, with its registered office at Custom House Plaza Block 6, International Financial Services Centre, Dublin 1, or, if the context requires, another member of the ACN Group. "ACN Group" means all legal persons under common ownership with All Communications Network (ACN) Ireland Limited.
- (b) "ACN Business Tools" means training and marketing materials produced by ACN or by an ACN Business Partner exclusively for ACN and available for purchase by Independent Business Owners from the ACN Business Tools website.
- (c) "ACN Business Partner" is a person with whom the ACN Group contracts for the provision of ACN Services ACN Business Tools, or the ACN Opportunity. Independent Business Owners are not ACN Business Partners.
- (d) "ACN Opportunity" means the business opportunity provided by ACN to promote and sell ACN Services and the ACN Opportunity.
- (e) "ACN Services" mean services offered to Customers by the ACN Group, an Independent Business Owner, or an ACN Business Partner.
- (f) "Annual Renewal Fee" means the fee of € 60.27 which will be charged for each Renewal Term.
- (g) "Compensation Plan" means the current country-specific commissions and bonuses plan by which an Independent Business Owner is remunerated by ACN for successfully promoting or selling ACN Services.
- (h) "Customer" means a person who purchases ACN Services from ACN or an Independent Business Owner.
- (i) "Customer Contract" means an agreement between (1) a Customer and (2) ACN or an ACN Business Partner for the purchase of ACN Services. Agreements between an IBO and a Customer are not Customer Contracts for the purpose of this Agreement.
- (j) "Distributorship", "Activity" or "Position" means your business activity as an IBO.
- (k) "Downline" means an Independent Business Owner's sales organization and may include directly-sponsored Independent Business Owners and people sponsored by those Independent Business Owners.
- (l) "DSAI" means the Direct Selling Association of Ireland.
- (m) "Effective Date" means the date that an Independent Business Owner Application is accepted by ACN and the IBO is notified of such acceptance.
- (n) "Home Country" means the country in which a Distributorship is originally established.
- (o) "IBO Starter Fee" means the fee of € 244.77 to cover the cost associated with establishing and servicing your business and enables you to conduct business in any country in which ACN operates. With the IBO Starter Fee, an Applicant will receive:
 - a. access to an Online Shop and continuous IBO Support and
 - b. access to the ACN International Opportunity and
 - c. full suite of reporting tools with Downline reporting and position dashboard.
- (p) "Independent Business Owner" or "IBO" means an individual or business entity that enters into an Agreement with ACN for the promotion and sale of ACN Services and the ACN Opportunity. "You" refers to the IBO entering into this Agreement.
- (q) "Intellectual Property" means all trademarks, service marks, trade names, logos, copyrighted materials, know-how, business

documentation, operation methods, processes and systems, and other proprietary rights owned by any member of the ACN Group.

- (r) "Model Withdrawal Form" means a template form provided by ACN which can be used by IBOs to exercise their right of withdrawal under clause 12.1.
- (s) "Monthly Business Support Fee" means the fee of € 24.59 to be paid by You monthly during the Initial Term and Renewal Terms in order to maintain your business status with ACN.
- (t) "Term" means (1) the period starting on the Effective Date and expiring 12 months from the date the IBO paid the IBO Starter Fee (the "Initial Term") or (2) any 12-month renewal period ("Renewal Term").

4. IBO Status

An IBO is a self-employed independent contractor and is not an employee, partner, or legal representative of ACN. An IBO may select their own means, methods and manner of work and may choose the hours and locations of their activities, subject to the obligations of this Agreement. An IBO conducts business for their own account and is responsible for all expenses, debts, and liabilities incurred in the operation of the IBO's Distributorship. ACN shall not be responsible for paying or reimbursing any such costs. An IBO's compensation is based on the successful promotion and sale of ACN Services and not on the amount of time worked. An IBO may not take the following actions in the name of or on behalf of ACN: (a) incur obligations, debts, or liabilities; (b) sign any documents; (c) collect monies from Customers or IBOs; or (d) take any actions that could impose any obligation vis-à-vis a third party. An IBO agrees that the activities conducted by it under this Agreement are not intended as the IBO's main source of income and shall in no event be considered the IBO's primary activity.

An IBO who joins ACN can promote and sell ACN Services and IBOs can also promote the ACN Opportunity and directly sponsor IBOs in any country in which the ACN Group operates provided that they comply with local laws, regulations and DSA codes.

5. Financial Obligations of IBOs

The financial obligation of an IBO during the Initial Term of this Agreement is the payment of the IBO Starter Fee and the Monthly Business Support Fee. The financial obligation of an IBO during a Renewal Term of this Agreement is the payment of the Annual Renewal Fee and the Monthly Business Support Fee.

An IBO is not required to purchase ACN Services or ACN Business Tools. If an IBO purchases ACN Services the IBO is subject to the terms and conditions of the applicable Customer Contract; provided that, if the IBO fails to pay for ACN Services, ACN may, in addition to any remedies in the Customer Contract, (a) offset amounts owed from any remuneration due to the IBO under this Agreement; (b) impose reasonable penalties and statutory interest; and (c) initiate a compliance investigation under clause 21.

6. Use of Intellectual Property

The ACN Group is the owner of all Intellectual Property. By this Agreement ACN gives IBOs a non-exclusive license to use the Intellectual Property for the purpose of promoting and selling ACN Services, and the ACN Opportunity, as further specified in this Agreement and the Policies and Procedures. This Agreement does not convey any other rights to the Intellectual Property. IBOs may not alter the Intellectual Property or any materials containing it without ACN's prior written approval. Unauthorized use of the Intellectual Property is a violation of this Agreement and may be unlawful. The right of use granted by this clause 6 may be terminated by ACN at any time without notice and shall end upon termination of this Agreement.

7. Use of Marketing and Training Materials

IBOs may only use printed and electronic materials that are produced or approved by ACN to promote or sell ACN Services, and the ACN Opportunity and to train other IBOs. IBOs may not make a profit from the sale or resale of marketing or training materials, whether produced by ACN or the IBO, but IBOs may charge for such materials in an amount intended solely to recover the IBO's direct costs.

8. Promotion of ACN Services, ACN products and the ACN Opportunity

IBOs may use only direct selling and relational marketing to promote ACN Services, and the ACN Opportunity. IBOs shall adhere to the highest ethical standards and all applicable laws and regulations. IBOs are responsible for complying with all local, national and European laws, regulations, and industry codes applicable to the IBO's Activity.

Without limiting the generality of the foregoing, IBOs shall:

- identify themselves as an ACN Independent Business Owner to prospective Customers and IBOs and inform them that ACN is a member of the DSAI;
- provide full, truthful, and clear information about ACN and the terms, conditions, and prices of ACN Services and the ACN Opportunity and about ACN's after-sales service;
- not use misleading, deceptive, or unfair sales practices or make false, misleading, or exaggerated claims about ACN Services, or the ACN Opportunity.
- present the ACN Opportunity as nothing less than an equal opportunity regardless of ethnic background, sexuality, gender, nationality or religious or political beliefs;
- not promote, discuss or offer ACN Services, the ACN Opportunity or ACN, its staff and IBOs in general together with any religious, spiritual or political organizations or individuals which implies any business or social association between ACN and the organization or individual;
- only make such claims about ACN Services, and the ACN Opportunity as are contained in official ACN materials or otherwise unauthored by ACN;

- advise potential Customers and IBOs of their right to withdraw from a Customer Contract or an Independent Business Owner Application and Agreement;
- provide Customers and new IBOs with access to and copies of any required documents, including the Customer Contract or the Independent Business Owner Application and Agreement, the terms and conditions, the prices, and an invoice; and
- provide heightened protection to vulnerable persons.

When promoting and selling ACN Services, IBOs shall ensure that prospective Customers have the opportunity to review the terms and conditions and price lists for the ACN Services that they intend to purchase prior to submitting an order. For a Customer who does not purchase ACN Service online from ACN, IBOs shall provide the following documents and information to the Customer at the time of purchase: (1) a written copy of the Customer Contract (including the terms and conditions, and the prices); (2) an invoice; and (3) the Model Withdrawal Form and Instructions. Upon request IBOs shall provide a copy of the DSAI Consumer Code of Practice to customers. Copies of these documents are available in the IBO Back Office.

When promoting the ACN Opportunity, IBOs shall ensure that prospective IBOs have the opportunity to review these General Terms and Conditions, the Policies and Procedures, and the Compensation Plan prior to submitting an Application. IBOs shall inform prospective IBOs that success as an IBO depends on the successful promotion and sale of ACN Services to Customers. IBOs shall not make any representation, promise or guarantee that prospective IBOs may or will obtain any specific earnings, profits, or business success or that such earnings, profits, or business success are easily achievable.

An IBO's failure to adhere to the provisions of this clause 8 will subject the IBO to compliance action under clause 21. An IBO shall indemnify ACN pursuant to clause 17 if ACN incurs any financial or other liability as a result of the IBO's non-compliance with this clause 8.

9. Ethics and Compliance with Law

The promotion and sale of ACN Services and the ACN Opportunity is subject to governmental regulation by local, national, and European governmental authorities. IBOs shall adhere to all applicable laws and regulations when promoting ACN Services and the ACN Opportunity. This obligation includes, but is not limited to:

- compliance with all laws, regulations, and industry codes applicable to the promotion and sale of ACN Services and the ACN Opportunity, including consumer protection, direct selling, distance selling, telecommunications, and data protection rules;
- obtaining any permits, trade licenses, or registrations, including visas and work authorizations, required in any country in which an IBO chooses to operate their business;
- maintaining accurate and complete records (such as order forms, invoices, and receipts) in connection with the operation of the IBO's business;
- making all registrations, notifications, and filings necessary to ensure the proper assessment and payment of taxes (including personal and corporate income tax, national or local business taxes and VAT), governmental fees, and social contributions (such as social security and pensions); and
- adherence to the DSAI Consumer Code of Practice (available at www.dsai.ie), the Seldia European Codes of Conduct (available at www.seldia.eu), and the Direct Selling Association code of conduct for any country in which the IBO operates (whether or not ACN is a member of the Direct Selling Association in such countries).

ACN may request documents or information from an IBO at any time to verify the IBO's compliance with this clause 9. An IBO's failure to cooperate with such a request may result in compliance action under clause 21. An IBO shall indemnify ACN pursuant to clause 17 if ACN incurs any financial or other liability as a result of the IBO's non-compliance with this clause 9.

10. Compensation

IBOs are compensated and promoted to higher positions in accordance with the then-current Compensation Plan and based on the successful sale of ACN Services by IBOs and the IBOs' Downline. An IBO understands and acknowledges that success as an IBO is determined by the IBO's own efforts and abilities and that an IBO is not guaranteed any specific earnings, profits, or business success. An IBO confirms that neither ACN nor another IBO has promised or guaranteed specific earnings, profits, or business success. NO COMPENSATION IS EARNED FOR THE PROMOTION OF THE ACN OPPORTUNITY OR THE RECRUITMENT OR SPONSORING OF NEW IBOs. An IBO expressly agrees that the Compensation Plan may be modified by ACN without prior notice and that any such change does not give rise to a claim for damages by The IBO against ACN. The IBO's continuation of Activity pursuant to this Agreement following a change to the Compensation Plan shall be deemed acceptance of such change. An IBO acknowledges that the IBO must have an active Distributorship at the time compensation is paid in order to receive payment. An IBO confirms that the provisions of this clause 10 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement.

11. Invoices and Payment of Compensation

An IBO and ACN agree to use self-billing for the services rendered by the IBO to ACN. The IBO authorizes ACN to prepare and issue invoices ("Invoices") in the name and for the account of the IBO. Invoices will be prepared and issued electronically by ACN following the end of the relevant reporting period. ACN shall notify the IBO by email that an Invoice is available. If the IBO does not object to an Invoice within 3 days of the issue

date, the Invoice will be deemed accepted by the IBO and sent back to ACN for payment. The parties agree that this delivery method constitutes acceptance of the Invoice. ACN shall issue sequentially numbered invoices using a number block assigned to the IBO. The IBO acknowledges that a fee will be applied for processing payments to the IBO.

ACN shall use reasonable measures to ensure the authenticity of origin and integrity of content of Invoices, including (a) limiting access to Invoices to authorized ACN personnel; (b) requiring IBOs to use a unique user ID and password to access Invoices; and (c) employing other technical means to prevent unauthorized access to or alteration or deletion of Invoices. IBOs shall not modify or delete any Invoice and shall prevent unauthorized access to Invoices using an IBO's login details.

An IBO shall promptly inform ACN of any change to their name, address, VAT registration, or other details that may affect the issuance of Invoices. If an IBO is or becomes registered as a VAT payer and fails to inform ACN of such registration, ACN shall have no financial or other responsibility with respect to previously issued invoices and no obligation to re-issue Invoices.

12. Ending this Agreement

12.1. Cancellation Revocation During the Withdrawal Period

You may withdraw from this Agreement within 14 days of the Effective Date ("Withdrawal Period") without giving a reason. To exercise your right of withdrawal, You must send the completed Model Withdrawal Form or other written communication to ACN before the end of the Withdrawal Period. If You have purchased Your Business Assistant or Downline Reporting, ACN will automatically terminate those subscriptions and refund any amounts paid by You for such services.

If You purchased ACN Services, or ACN Business Tools, You may separately revoke such purchases without giving a reason.

12.2. Termination Following the Withdrawal Period

After the expiration of the Withdrawal Period, an IBO may terminate this Agreement upon 14 days written notice to ACN.

12.3. Termination of this Agreement by ACN

ACN may terminate this Agreement at any time in writing upon 14 days' notice to an IBO or immediately if an IBO breaches this Agreement or any of the integrating documents referred to in the Policies and Procedures.

12.4. Exclusions

This clause 12 does not apply to ACN Services purchased by an IBO as a Customer. An IBO's rights with respect to those purchases are governed by the terms and conditions applicable to such purchases.

13. Refunds Policy

13.1 Refunds During the Withdrawal Period

If You exercise your right of withdrawal under clause 12.1, ACN will refund any amounts paid by You for the IBO Starter Fee and the Monthly Business Support Fee (including VAT).

14. Contractual Liabilities Following Termination

Upon termination of this Agreement, an IBO shall be released from all obligations under this Agreement except for (a) liabilities relating to payments made to the IBO; (b) amounts owed by the IBO for ACN Services, or ACN Business Tools that are not eligible for refund under clause 12; (c) the provisions of clauses 8-9, 16-18, and this clause 14. An IBO may not challenge the amount or validity of any settlement agreement or payment arising from this Agreement following termination.

15. Renewal

At the end of a Term, an IBO may request renewal of the Distributorship by completing the renewal procedure and paying the Renewal Fee. Renewal shall constitute a new Agreement between the IBO and ACN. IF AN IBO DOES NOT RENEW, THE AGREEMENT SHALL TERMINATE AT THE END OF THE TERM (SUBJECT TO ANY APPLICABLE GRACE PERIOD) AND THE IBO SHALL FORFEIT ALL RIGHTS UNDER THIS AGREEMENT, INCLUDING THE RIGHT TO RECEIVE FUTURE COMPENSATION. ACN may reject a request for renewal in its sole discretion.

16. Limitation of Liability

ACN shall be liable only for direct damages suffered by IBOs in the event of willful or grossly negligent conduct by ACN. ACN shall not be liable for any other direct or for any indirect damages or losses suffered by IBOs or any other person, including lost profits, resulting from any other act, error, or omission of ACN or an ACN Business Partner. AN IBO CONFIRMS THAT THE LIABILITY LIMITATIONS OF THIS CLAUSE 16 ARE REFLECTED IN THE CONSIDERATION PROVIDED UNDER THIS AGREEMENT AND IN THE DECISION BY THE IBO TO ENTER INTO THIS AGREEMENT. FOR THE AVOIDANCE OF DOUBT, AN IBO EXPRESSLY AGREES THAT IT SHALL HAVE NO CLAIM AGAINST ACN OR ANY ACN BUSINESS PARTNER FOR (a) discontinuance or modification of any ACN Services; (b) modifications to the terms and conditions of the ACN Opportunity, this Agreement, or the Compensation Plan; (c) the refusal or inability by ACN or an ACN Business Partner to provide ACN Services to a Customer; (d) termination of the relationship between a Customer and ACN or an ACN Business Partner; (e) removal of a Customer from the account of an IBO or a member of the IBO's Downline as a result of compliance or disciplinary proceedings; or (f) changes to an IBO's remuneration or position in the Compensation Plan as a result of compliance or disciplinary actions against the IBO or a member of the IBO's Downline.

17. Indemnification

An IBO shall indemnify and hold harmless ACN and ACN Business Partners from all liabilities, damages, losses, or claims arising from the IBO's acts or omissions in violation of this Agreement. ACN may recover any such liabilities or costs by offsetting such amount from compensation due to the IBO or any available legal means.

18. Loyalty

During the Term of this Agreement and for 6 months following termination, an IBO shall not, directly or indirectly,

- solicit, encourage, or entice another ACN IBO, whether active or inactive, to participate in a direct selling programme offered by another company, whether or not the services offered by such company are similar to ACN Services ;
- take any action to transfer a Customer to a provider of comparable services, or to induce a Customer to transfer, whether or not the IBO has promoted ACN Services to the Customer; or
- solicit or enter into an employment, marketing, or other contractual relationship with an ACN Business Partner.

An IBO confirms that the provisions of this clause 18 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement. Violation of this clause 18 may result in (a) compliance action under clause 21; (b) the suspension or termination of this Agreement by ACN for breach; (c) forfeiture of the IBO's rights under this Agreement; and (d) legal or other action by ACN against the IBO.

19. Confidentiality

An IBO shall not reveal to any other person any confidential information or Intellectual Property of ACN that may come into the IBO's knowledge, including information on the IBO's Downline and any Customers of ACN. An IBO shall not use confidential information in a manner that may damage ACN.

20. Personal Data

20.1 Collection and Processing of IBO Personal Data

ACN collects, maintains, and processes information, including personal data, from IBOs within the scope of the General Data Protection Regulation (the "GDPR"), as amended, and in accordance with the Privacy Policy, by electronic and non-electronic means. Personal data is used by ACN for (a) the discharge of its duties under this Agreement; (b) calculation and payment of compensation to IBOs; (c) provision of services to IBOs; (d) communications to IBOs including marketing opportunities related to ACN Services; (e) fulfillment of legal, financial, accounting, and administrative functions; and (f) protection of ACN's legal and contractual rights. IBOs' personal data may be transferred to (a) other members of the ACN Group; (b) employees, external consultants, and advisors of the ACN Group; (c) other IBOs; (d) ACN Business Partners; and (e) other recipients permitted by law. Some recipients of IBOs' personal data may be located in countries outside the European Union, including the United States, which are deemed not to provide equivalent data protection. The GDPR requires that ACN provides appropriate safeguards to transfer personal data to countries that do not ensure an adequate level of protection. In order to meet this obligation, ACN entered into standard contractual clauses with recipients of personal data in such non-adequate countries. The collection of IBOs' personal data for the above purposes is essential for the discharge of ACN's obligations under this Agreement and the conduct of ACN's business. Failure by IBOs to provide requested data or the withholding or withdrawal by IBOs of their consent to use such data may result in rejection of the Application or termination of the Agreement.

20.2 Processing of Personal Data by ACN

ACN agrees (a) to process personal data fairly and lawfully; (b) to take reasonable measures to ensure that personal data are complete and accurate; (c) not to use personal data for any unlawful purpose; (d) to collect only personal data necessary for the purposes set forth in clause 20.1; and (e) to take appropriate measures to secure personal data against access by or disclosure to unauthorized persons. An IBO may exercise their rights under the GDPR to access to and correct or delete personal data in accordance with the GDPR and ACN's procedures by contacting ACN IBO Services in writing at [irL_helpdesk@acneuro.com](mailto:helpdesk@acneuro.com) or its registered address.

20.3 Use of Personal Data for Marketing Communications and Research

With an IBO's express consent and in accordance with the Privacy Policy, ACN may use the IBO's personal data for the purpose of sending commercial and marketing communications to the IBO and for scientific and market research and opinion polls. The IBO's personal data may be transferred to third parties, including other members of the ACN Group, other IBOs, and ACN Business Partners for these purposes. An IBO may withhold or withdraw their consent for ACN to use IBO's personal data for these purposes at any time.

20.4 IBOs Handling Customer and IBO Data

IBOs may have access to personal data of Customers and other IBOs. IBOs shall treat such personal data as confidential information under clause 19 and shall handle such personal data in compliance with the GDPR and this Agreement. IBOs shall provide prospective Customers and IBOs with any privacy information or documentation required by ACN or ACN Business Partners.

21. Violations of this Agreement by IBOs

Violations of this Agreement by IBOs, including violations of these General Terms and Conditions Policies and Procedures or attempts to take improper advantage of the Compensation Plan, shall be considered a breach of this Agreement and may subject IBOs to legal action and compliance proceedings under the processes set forth in the Policies and Procedures. Disciplinary action for demonstrated violations is at the sole discretion of ACN. An IBO agrees that all compliance proceedings and appeals therefrom will be handled exclusively in accordance with the processes set forth in the Policies and Procedures, and the IBO waives their right to seek relief from the courts or any other adjudicative body. An IBO agrees that their Distributorship may be suspended while a compliance investigation is ongoing.

22. Entire Agreement

This Agreement comprises the entire agreement between the IBO and ACN. Prior communications, representations, arrangements, express or implied warranties and conditions made by any person concerning this Agreement, whether written or oral, are expressly excluded from this Agreement and are unenforceable.

23. Modification

This Agreement may be modified by ACN at any time and without prior notice. Any communication by ACN or ACN Business Partners to IBOs regarding such changes shall be deemed effective notice, including but not limited to information posted in the IBO Back Office. By continuing to promote ACN Services or the ACN Opportunity after notice, an IBO shall be deemed to have consented to the modification of the Agreement. An IBO confirms that the provisions of this clause 23 are reflected in the consideration provided under this Agreement and in the decision by the IBO to enter into this Agreement.

24. Notices

Except as provided in clause 23, any notice under this Agreement shall be in writing and sent by post, facsimile, or electronic mail to the address or telephone number designated by the non-notifying party. Any notice period shall commence on the day notice is sent.

25. Assignment

This Agreement is binding upon and inures to the benefit of the heirs, successors, and assignees of ACN and an IBO. ACN may assign this Agreement to another member of the ACN Group at any time. An IBO may not assign or transfer the rights or obligations of this Agreement or the IBO position without the prior written consent of ACN.

26. Severability

If any provision of the Agreement is determined to be invalid or unenforceable, in part or in whole, the remaining provisions shall not be affected.

27. Media Contacts

IBOs shall not communicate with any print, radio, television, Internet, or other media outlet on behalf of ACN or any ACN Business Partner without the prior written approval of ACN. Media inquiries regarding ACN shall be referred to ACN.

28. Waiver

The failure of ACN or IBOs to require performance of this Agreement shall not affect the right of the waiving party to require the other party to desist from or remedy any breach of this Agreement and shall not be construed as a waiver by the party of a claim for enforcement of the Agreement or damages for any continuing or future breach.

29. Choice of Law and Venue

This Agreement is subject to the laws of Ireland. Disputes arising under or related to this Agreement or in relation to other agreements between ACN and an IBO shall be resolved exclusively by the courts of Ireland.