

The Cosmetic Business Alliance UG (limited liability)

Alliance of cosmetic companies

Partner-company-name + headquarter adress:

(1) The Cosmetic Business Alliance UG (limited liability) (abbreviated CBA) offers partnerships for independent companies engaged in the manufacture, distribution, consulting, and training/education in the field of preparative cosmetics, natural cosmetics, contract supply/private label production, nail design, cosmetic devices, body care, flavors, dietary supplements, detergents, and raw materials for cosmetics.

(2) The Cosmetic Business Alliance UG (limited liability) has its registered headquarter in Düsseldorf and is registered in the Commercial Register of the Düsseldorf District Court under HRB Düsseldorf 104721.

2. Purpose and Structure of the Alliance

(1) The Cosmetic Business Alliance UG (limited liability) represents the interests of its partners in professional, economic, and legal matters. This includes advising and informing partners, representing their interests in legislative processes at authorities and public relations.

(2) The alliance consist of the following working groups:

- Preparative Cosmetics/institute cosmetics
- Natural Cosmetics
- Nail Design
- Contract Manufacturing/Private label, Consulting
- Cosmetic Devices
- Cosmetic Raw Materials
- Trade

- Dietary Supplements
- Detergents
- Training/Education

(3) The alliance adopts a code of ethics consistent with its objectives and working practices.

(4) The alliance may establish or participate in corporations for its own commercial purposes.

3. Partnership

(1) Any natural or legal person active in the field may become a partner of the alliance if they submit a written application to the alliance office and the office approves the application. The flat rate for partners is 950 EUR for 12 months.

(2) A corresponding meeting of partners may adopt a list of criteria that may be considered when deciding on the admission of new partners. Otherwise, the managing director shall decide.

(3) The partnership ends upon death, deletion, declaration of withdrawal, or exclusion. The partnership is automatically renewed for a further 12 months unless the partnership is terminated with three months' notice before the end of a calendar year. A partner's withdrawal is made by registered letter with return receipt to the alliance office. Exclusion from the alliance can also be initiated by the managing director for violations of the alliance's interests or for good cause.

(4) In addition to the regular partnership, a supporting partnership, information partnership, honorary partnership, and partnership with organizations/associations are offered. These special partnerships result in only limited rights and other financial contributions, which will be communicated individually in written form by the alliance headquarter.

4. Partnership Dues

Absolute discretion regarding all information received within the alliance is mandatory.

The partnership dues and any special contributions that may be required for partners with special requests are determined by the managing director, unless a corresponding meeting of partners decides otherwise regarding any special contributions. The same applies to the one-time entry fee for new partners.

Exceptions apply according to § 3.4 for supporting partners, information partnerships, honorary partnerships, and association partnerships.

5. Organs of the Alliance

The organs of the Alliance are the working groups and the Managing Director.

6. Partner Meetings

(1) The Managing Director may organize meetings of partners as needed, and chair the meeting.

(2) The meeting shall decide, among other things, on all current and proposed topics.

(3) Invitations to a meeting of partners shall be sent by the office three weeks in advance in a letter or electronically, including the agenda. The agenda may be supplemented or amended during the meeting; this does not apply to this partnership agreement conditions.

(4) The meeting of partners shall make its decisions by a majority of the partners present. Abstentions and invalid votes shall be disregarded.

(5) Voting rights at the relevant partner meetings are generally exercised by the partners themselves or their representatives. Voting rights may only be transferred to employees of the partner's company by written authorization. Furthermore, voting rights may be transferred to another partner or to an

employee of a partner authorized in accordance with sentence 2 by written authorization. Guests are not permitted. However, a partner may exercise a maximum of three additional voting rights in addition to their own vote. The transfer of voting rights to non-partners or guests is prohibited.

(6) The resolutions of the relevant partner meetings shall be recorded in a protocol by the chairperson of the meeting or a secretary.

7. Management

(1) The Managing Director is solely responsible for ongoing administrative activities/operational business and is the representative of the alliance within the meaning of Section 30 of the German Civil Code (BGB). The Managing Director is exempt from the restrictions of Section 181 of the BGB.

9. Dissolution

The dissolution of the alliance can only be resolved at a special extraordinary meeting convened for this purpose with one month's notice and with a majority of three-quarters of the shareholders present. The meeting shall also decide on the type of liquidation and the use of the remaining assets.

10. Severability

If any one or more section, subsection, sentence, clause, phrase, word, provision or application of this Ordinance shall for any person or circumstance be held to be illegal, invalid, unenforceable, and/or unconstitutional, such decision shall not affect the validity of any other section, subsection, sentence, clause, phrase, word, provision or application of this Ordinance which is operable without the offending section, subsection, sentence, clause, phrase, word, provision or application shall remain effective notwithstanding such illegal, invalid, unenforceable, and/or unconstitutional section, subsection, sentence, clause, phrase, word, provision or application, and every section, subsection, sentence, clause, phrase, word, provision or application of this Ordinance are declared severable.

The legislature hereby declares that it would have passed each part, and each provision, section, subsection, sentence, clause, phrase or word thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, phrase, word, provision or application be declared illegal, invalid, unenforceable, and/or unconstitutional.

11. Place of Jurisdiction

The place of jurisdiction is Düsseldorf.

Place/Date

Signature of the Representative of the Partner Company

Place/Date

Signature of the Managing Director