

LYCONET AGREEMENT

for Independent Lyonet Marketers

Version: March 2019

Preamble

Lyonet International AG, with registered office at Orbi Tower, Thomas-Klestil-Platz 13, 1030 Vienna, Austria and company registry number FN503414s, operates a marketing programme referred to as "Lyonet" ("**Lyonet Marketing Programme**").

An essential element of this Lyonet Marketing Programme is the Lyonet Agreement, which allows self-employed, commercially active sales agents to establish and to promote their own customer loyalty program. Following the conclusion of the Lyonet Agreement with Lyonet International AG ("**Lyonet**"), participants acquire the status of an Independent Lyonet Marketer ("**Marketer**").

Lyonet International AG is authorised by myWorld International Limited with registered office at 3rd Floor, 40 Bank Street, London E14 5NR, United Kingdom, to promote the Cashback World Program, among other things. The Cashback World Program is a shopping community operated by myWorld International Limited together with its subsidiary companies and cooperation partners, through which the participants ("**Members**") may purchase goods and services from Loyalty Merchants ("**Loyalty Merchants**") to receive benefits.

1. Object of the agreement

1.1 According to this Lyonet Agreement, the Marketer shall be entitled to promote the distribution and use of the Cashback World Programme and the Lyonet Marketing Programme through the winning of new national members and the support of existing national members especially if the respective requirements according to clause 4 are satisfied.

1.2 Provided that the Marketer has within 6 months after his/her registration as Marketer at least 5 active customers*, which have generated in total a turnover of purchases of AED 25.000 or if the Marketer has purchased the Loyalty Program Reseller, the Marketer has the possibility, additional to clause 1.1. to promote and distribute the Cashback World Program and the Lyonet Marketing Program according to this Lyonet contract

- (a) by gaining new international Members as well as the supporting of existing international Members,
- (b) by gaining new Marketers (provided that the Marketer has at least 5 active customers when registering the new Marketer) and supporting existing Marketers, and
- (c) by gaining new Loyalty Merchants and supporting existing Loyalty Merchants.

The purchase and the use of the Loyalty Program Reseller is regulated in the corresponding Terms and Conditions.

1.3 "**Loyalty Merchants**" are companies that sell goods or services exclusively to consumers and

- (a) do not have more than 100 employees (full time equivalent),
- (b) do not have an annual turnover of more than AED 50 million,
- (c) do not have more than 10 branches and do not have a transnational branch structure,
- (d) do not operate or use a regular customer loyalty programme (with a personal loyalty card),
- (e) are not franchises, or
- (f) are not controlled by a foreign parent company.

In addition, Loyalty Merchants that do not meet these requirements shall also be considered as a Loyalty Merchant, provided that myWorld International Limited with its group companies and cooperation partners declares this in writing on a case-by-case basis. The recruitment and support of companies that do not qualify as Loyalty Merchants within the meaning of this clause 1.3 are not covered by this Lyonet Agreement. The Marketer is specifically prohibited from conducting initiation talks or negotiations with such companies or from engaging in any other promotional activity in order to recruit them.

1.4 In return for these activities, the Marketer shall receive remuneration according to the Lyonet Compensation Plan in **Annex 1** to this Lyonet Agreement (see also clauses 8 and 9).

2. Basis for the agreement

The sales activities of the Marketer shall be governed exclusively by this Lyonet Agreement, including all annexes and further contractual documents.

3. Legal relationship

3.1 Lyonet grants the Marketer a non-exclusive right to act as a sales representative for Lyonet under the terms of this Lyonet Agreement. The Marketer shall not be subject to any regional restrictions with regard to the performance of his/her sales activities but shall always be

* Active customers of a Marketer are a Member of the Cashback World Program within the Marketer's Lifeline (until the next Marketer), who has not signed a Lyonet Agreement and is therefore not a Marketer himself and who have additionally made a purchase in the amount of AED 50,-- at a Loyalty Merchant. Purchases of an eVoucher are equated to purchases.

responsible for ensuring that he/she fulfils the legal requirements applicable in the respective country; the Marketer shall indemnify and hold Lyonet completely harmless in the event of any third party claims.

- 3.2 The Marketer acts in the context of commercial activity as an independent entrepreneur. No form of employment, service, or company relationship of any kind whatsoever is established between Lyonet and the Marketer. The Marketer shall provide his/her contractual services solely as an autonomous and self-employed activity, legally independent of Lyonet and shall not be bound in particular to instructions from Lyonet.
- 3.3 The Marketer is expressly prohibited from giving the impression in the course of business that he/she is a legal representative, employee or otherwise on the staff of Lyonet, or of any affiliated company.
- 3.4 The Marketer is prohibited from representing or giving the impression to represent Lyonet, in particular, he/she is not authorised to conclude contracts or receive services on behalf of Lyonet. The Marketer is also prohibited from representing or giving the impression to represent other group companies of the Lyonet, Lyoness or myWorld Group. A violation of this clause 3.4 shall entitle Lyonet to terminate this Lyonet Agreement for good cause in accordance with clause 13.2.
- 3.5 Only one registration (i.e. one ID number) shall be permitted for each natural or legal person. The residential or business address (registered office) of the Marketer must be stated in the registration. Multiple registrations made to obtain unjustified benefits from the Lyonet Compensation Plan (as defined in Annex 1) shall entitle Lyonet to terminate the contractual relationship for good cause and to withdraw the benefits obtained in this manner. In the event of multiple registrations, all ID numbers registered after the first one shall be deleted. Any benefits from the Lyonet Compensation Plan obtained solely by means of multiple registrations shall be forfeited.

4. Requirements for the activity and the entitlement to remuneration

- 4.1 In order to conclude this Lyonet Agreement, natural persons are required to have reached the legal age of majority.
- 4.2 As a condition for the entitlement to claim compensation, the Marketer must be active in the exercise of a commercial activity. In doing so, the Marketer must independently ensure that his/her business is duly registered and that he/she has the necessary regulatory approvals as required by the law of their state of residence to practice his/her trade. He/she must ensure the proper payment of taxes and levies and shall indemnify and hold Lyonet harmless in the event of any third-party claims.
- 4.3 The recruitment of new Loyalty Merchants requires activation of the respective Loyalty Merchants by myWorld International Limited with its group companies and cooperation partners as well as separate training of the respective Loyalty Merchants.

5. Rights and obligations of the Marketer

- 5.1 The Marketer shall be entitled to use the organisational support of third parties (such as assistance) for his/her sales activities. The sales activity itself must always be performed by the Marketer himself/herself. The Marketer must ensure that the obligations under this Lyonet Agreement are also met by these third parties.
- 5.2 The Marketer shall be obliged to make only such statements about Lyonet, companies affiliated with Lyonet, the Lyonet business model, and its distribution and marketing that are in accordance with Lyonet's official documentation.
- 5.3 As soon as the Marketer becomes aware of a possible violation of the provisions of this Lyonet Agreement by another Marketer, he/she must notify Lyonet without delay.
- 5.4 If the Marketer intends to hold events for a charge or otherwise offer services in connection with the Cashback World Programme or the Lyonet Marketing Programme to third parties for a fee, he/she must first obtain the written consent of Lyonet (an electronic message by Lyonet is sufficient).

6. Member registration

- 6.1 The Marketer can use the original registration form to promote new Members to the Cashback World Programme in order to spread the Cashback World Programme. Among other things, he/she shall bear in mind that he/she has no power of representation and therefore is not authorised to receive declarations under the Cashback World Programme. Membership in the Cashback World Programme shall be constituted only upon acceptance of the registration application by the respective contractual partner of the Member.
- 6.2 The Marketer has the following obligations when registering new members:
 - 6.2.1 The Marketer must ensure that the current version of the General Terms and Conditions for Cashback World Members ("**Cashback World GTC**") is available to the Member in the place where the registration takes place and that the Member can examine the *Cashback World GTC*. Lyonet shall provide the Marketer with the required *Cashback World GTC* in the version required for the respective country at www.lyonet.com (log-in area) for downloading. The Marketer shall receive the necessary registration applications in printed form directly from Lyonet after the appropriate order has been placed.
 - 6.2.2 When completing the registration form and thus before membership is established, the Marketer shall present the *Cashback World GTC* to the Member without being asked and shall expressly point out that they are an indispensable part of the contract to be concluded.

- 6.2.3 Before completing the registration, the Marketer must enter his/her information in the designated area of the registration form. To complete the registration of the Member, the Marketer must upload an adequately recognisable picture or scan of the registration form fully completed and signed by the Member in the designated area.
 - 6.2.4 In addition, the Marketer undertakes always to have an adequate number of copies of the current *Cashback World GTC* available for examination and to hand them over at the request of the Member.
 - 6.2.5 The Marketer shall keep all original registration forms securely and make them available any time at the request of Lyonet.
 - 6.2.6 Lyonet reserves the right to carry out random checks of the registration forms.
- 6.3 Liability of the Marketer when registering Members:
- 6.3.1 The Marketer shall be fully liable for compliance with the provisions within this clause 6. This liability shall also extend to all persons whom the Marketer uses to fulfil his/her contractual obligations to the same extent as for the conduct of third parties attributable to him/her.
 - 6.3.2 The Marketer must record all data of the Members to be registered with the utmost care and shall be liable for all disadvantages resulting from any violations of this obligation.
 - 6.3.3 Any violation of this clause 6 by the Marketer shall entitle Lyonet to immediately terminate the entire contractual relationship for good cause according to clause 13.2.

7. Communication Material

- 7.1 Lyonet shall make the advertising and information material (documents, catalogues, presentations, etc.) (hereinafter: "**Communication Material**") required by the Marketer to perform his/her sales activities under this Lyonet Agreement available to the Marketer for downloading free of charge at www.lyonet.com (log-in section).
- 7.2 The Marketer may use only the Communication Material authorised by Lyonet at any given time by making it available it at www.lyonet.com. Before using any Communication Material, the Marketer must check whether it reflects the current version. The culpable use of unauthorised Communication Material by the Marketer shall entitle Lyonet to terminate this Lyonet Agreement immediately for good cause according to clause 13.2.
- 7.3 In the event of termination of this Lyonet Agreement, the Marketer shall immediately destroy the Communication Material in his/her possession and confirm the destruction in writing to Lyonet, if requested by Lyonet to do so.
- 7.4 Publications and advertisements, as well as the use of trademarks applied for and/or registered for Lyonet or companies affiliated with Lyonet, such as the company logo and the brands Lyonet, Child & Family Foundation, Greenfinity Foundation, etc., require the advance written consent of Lyonet. The publication and use of trademarks applied for and/or registered for myWorld International Limited with its group companies and cooperation partners such as Cashback World or myWorld require the advance written consent of myWorld International Limited and its group companies and cooperation partners. This shall also apply to any use over the Internet or other electronic media. The right of the Marketer to use the Communication Material authorised by Lyonet according to clause 7.2 shall remain unaffected.
- 7.5 The Marketer shall indemnify Lyonet from all claims by third parties against Lyonet in connection with the culpable violation of their industrial property rights by the Marketer.

8. Lifeline

- 8.1 The "**Lifeline**" of each Marketer consists of the Marketers or Members recruited by him/her, the Marketers or Members recruited by them (second level), and the Marketers or Members recruited by the second level Marketers or Members (third level), etc. The Lifeline thus consists of all Marketers or Members assigned to the Marketer based on his/her recommendations and all successive recommendations, regardless of the level. The Lifeline is also referred to as the "**Downline**". The "**Upline**" consists of the Recommenders. The next Marketer in the Upline is referred to as the "**Coach**" and the second in the Upline is referred to the "**Senior Coach**".
- 8.2 The Marketer's compensation according to the Lyonet Compensation Plan shall be calculated based on all purchases made by all Marketers or Members at any level of his/her Lifeline. Purchases from another Lifeline shall not be considered in favour of the Marketer (even if the Marketer has mediated the conclusion of the Lyonet Agreement with this Marketer).
- 8.3 The lifeline is in principle invariable and compliance with it is a principle of the Lyonet Marketing Programme for the protection of all Members and Marketers. Marketers who have not been eligible for compensation in the last 12 months can change their Recommender by *appointing* another Marketer with their consent to Lyonet as the Recommender. If the Marketer is also a Member, it is only permissible to change the Recommender if, in addition, the criteria for a change as a Member are met. This means that no purchases have been made with Loyalty Merchants over a period of six months and there is no entitlement to compensation in the last twelve months. In this case, the Marketer or Members recruited directly or indirectly by the alternate Marketer (irrespective of which tier) remain with the original referrer in their original position. The eligibility is defined and regulated in the Lyonet Compensation Plan in Annex 1.
- 8.4 If a Marketer terminates his/her participation in the Lyonet Marketing Programme, or changes the Lifeline according to clause 8.3 of this Agreement or as a Member, this shall not affect the position of the remaining Marketers or Members of the Lifeline concerned (in the upper or lower part).

8.5 Basically, the ID number can be transferred to third parties (e.g. by selling the ID number) only with the advance written consent of Lyonet and with the simultaneous transfer of all contractual relationships existing between the Marketer and Lyonet and (if necessary) the myWorld Group to the third party. However, if the Marketer dies, the contractual relationships existing between the Marketer and Lyonet and (if applicable) the myWorld Group (including his/her ID) may pass to his/her heirs under the applicable inheritance law of the deceased Marketer's country of residence.

9. Compensation

9.1 The Marketer shall be compensated for his/her Lyonet activities according to the Lyonet Compensation Plan in [Annex 1](#). The Marketer shall not be entitled to claim compensation for expenses incurred in the performance of his/her sales activities (especially but not limited to the reimbursement of travel costs and expenses, material or personnel costs) from Lyonet.

9.2 In addition to compensation according to the Lyonet Compensation Plan, Lyonet may also offer additional premiums at its sole discretion. However, there is no entitlement of the Member to this and to any further entitlements after having received one or more such additional premiums.

9.3 All compensation shall be calculated on a weekly or monthly basis, taking into account all the Shopping Points (as defined in the *Cashback World GTC*) credited according to the Lyonet Marketing Programme (according to the Lyonet Compensation Plan in [Annex 1](#)). Lyonet shall display all the information that is relevant to the compensation of the Marketer according to the Lyonet Compensation Plan in the statements that are made available to the Marketer in the login area of his/her www.lyconet.com website.

9.4 The Marketer must review this statement immediately and make any objections in writing to Lyonet on the Lyonet.com website and in the form specified by Lyonet no later than one week after receipt of the statement. Violation of this obligation may entitle Lyonet to claim for damages.

9.5 The compensation due to the Marketer from the Lyonet Marketing Programme shall be paid weekly to the Marketer's account, provided that the sum of the payment entitlements reaches an amount of AED 25.

10. Secrecy and confidentiality

10.1 The Marketer shall maintain all business and trade secrets of Lyonet or any of its affiliate companies that have been entrusted or disclosed to him/her by Lyonet as such during his/her activities strictly confidential, even after termination of this Lyonet Agreement.

10.2 The Marketer must return to Lyonet any documents relating to internal business procedures entrusted to him/her immediately after they have been duly used, but no later than upon termination of this Lyonet Agreement.

10.3 The Marketer shall also impose these secrecy and confidentiality obligations on his/her assistants and employees.

11. Data protection

11.1. To the extent that it is required to implement the Lyonet Agreement, in particular to calculate the Shopping Points and compensation according to the Lyonet Compensation Plan in [Annex 1](#), Lyonet International AG, as being responsible for data protection, collects, stores and processes personal or company data as well as data on sales activities of the Marketers.

11.2. All requests for information, changes, and deletion of data may be directed to Lyonet International AG, Orbi Tower, Thomas-Klestil-Platz 13, 1030 Vienna, Austria or by e-mail to international@lyconet.com. Further privacy provisions related to the use of the Lyonet website can be found in the Privacy Policy at www.lyconet.com.

11.3. Lyonet uses internationally recognised security technologies to protect Marketers' data against unauthorised access.

11.4. If the Marketer uses additional IT-supported services and Lyonet processes personal data entered by the Marketer in this context, the parties shall conclude a separate data processing agreement.

12. Non-competition/non-solicitation agreement

12.1 The Marketer will not, for the entire duration of this Lyonet Agreement, directly or indirectly, or through any third party, without the express prior written consent of Lyonet, provide or promote such services to a competitor providing or promoting services that are identical or similar to those of Lyonet or manage, work for or participate in a rival company or otherwise support or advise it.

12.2 The same shall apply to competitors that are involved in the network sector (structure sales) generally.

12.3 The activities of the Marketer for competing companies already existing at the time of conclusion of this Lyonet Agreement and disclosed in text form (electronic message) shall be excluded from the aforementioned competition agreement.

12.4 During the term of this Lyonet Agreement, the Marketer shall also refrain from soliciting or representing other Marketers, Members, or Loyalty Merchants for any other network marketing companies in particular, or even attempting to do so.

12.5 If the foregoing provisions of this clause 12 are violated by the Marketer or his/her assistants, Lyonet shall be entitled to demand the desistance from the relevant acts. This shall not affect the right of Lyonet to immediately terminate this Lyonet Agreement for good cause in accordance with clause 13.2 and to assert a claim for any damage that has resulted or is resulting.

13. Duration and term of this Lyonet Agreement

- 13.1 The Lyonet Agreement shall be concluded for an indefinite period of time and may be terminated by either party without cause subject to a written notification within a notification period of 30 days.
- 13.2 Both parties shall have the right to terminate this Lyonet Agreement at any time for a good cause without notice. A good cause for termination by Lyonet shall exist especially in the following cases:
- (a) The Marketer deliberately makes false statements when concluding this Lyonet agreement.
 - (b) The Marketer uses unauthorised Communication Material in violation of clause 7.2.
 - (c) The Marketer uses trademarks applied for and/or registered for Lyonet or companies affiliated with Lyonet in violation of clause 7.4.
 - (d) The Marketer violates the competition or non-solicitation agreement according to clause 12 or violates the obligation to maintain secrecy and confidentiality according to clause 10.
 - (e) The Marketer repeatedly provides wrong advice about the Cashback World Programme or the Lyonet Marketing Programme. An indication of wrong advice is if an above-average number of contracts mediated by the Marketer (including Members, Marketers, or Loyalty Merchants) is contested, cancelled, or terminated at the earliest possible date by the mediated Member, Marketer or Loyalty Merchant.
 - (f) The Marketer operates a commercial resale of vouchers of the Loyalty Merchants.
 - (g) The Marketer holds events for a charge or offers services in connection with the Cashback World Programme or the Lyonet Marketing Programme to third parties for a fee without the written consent of Lyonet.
 - (h) The Marketer has been convicted of an intentional criminal offence (i) committed to the detriment of Lyonet or a company affiliated with Lyonet and/or (ii) in connection with the conduct of his/her sales activities according to this Lyonet Agreement; (iii) which has a material connection with the activity of the Marketer according to this Lyonet Agreement (e.g. property crimes such as fraud) or (iv) which is so serious that Lyonet can no longer be reasonably expected to cooperate further because of the destruction of the necessary basis of trust or a threat of loss of reputation.
 - (i) The Marketer is repeatedly in arrears with the fulfilment of a contractual payment claim or a not inconsiderable part of it.
 - (j) The financial situation of the Marketer deteriorates so significantly that the sustainable solvency of the Marketer is questionable based on concrete criteria.
 - (k) In addition to the significant damage to the economic interests or the reputation of Lyonet or the Loyalty Merchant, in particular the breach of essential contractual obligations is considered as a good cause.
 - (l) A termination for good cause because of a breach of contract usually requires the expiry of a specified period for remedial action without success or a previous warning without success. However, the setting of a deadline or a warning shall be particularly unnecessary if the respective infringement is so serious that Lyonet can reasonably no longer be expected to continue this Lyonet Agreement for that very reason.
- 13.3 Every declaration of termination must be in writing in any event. Compliance with the deadline shall be determined by the date of receipt of the letter of termination.
- 13.4 Any participation as a Member in the Cashback World Programme shall remain unaffected by the termination of this Lyonet Agreement.

14. Effects of the termination

- 14.1 The Marketer shall retain any compensation already rightly paid out. In addition, the Marketer shall be entitled to any compensation payments for which all conditions according to the Lyonet Compensation Plan have already been satisfied at the time of termination. The Marketer shall not be entitled to assert any further claims against Lyonet, subject to mandatory legal claims.
- 14.2 Unless otherwise agreed, payments made by the Marketer (e.g. for services or voucher orders) shall not be refunded. No expenses of the Marketer shall be refunded.

15. Liability

- 15.1 Lyonet shall be liable without limitation for damages resulting from injury to life, limb, or health that are due to a deliberate or negligent breach of obligation by Lyonet. Lyonet shall only be liable without limitation for damages that are due to a deliberate or grossly negligent breach of obligation by Lyonet.
- 15.2 For damages due to simple negligent breach of obligations that are fundamental for the reasonable and proper conclusion of the contract and that the Marketer accordingly trusts to be fulfilled (cardinal obligations), the liability of Lyonet shall be limited to typical and foreseeable damage.
- 15.3 Other claims for damages shall be excluded, subject to the following clause 15.5. This shall apply particularly if Lyonet is not at fault. Furthermore, Lyonet shall not be liable for non-performance or delay due to unforeseen causes or circumstances beyond its reasonable control (e.g. force majeure).
- 15.4 Insofar as the liability for Lyonet is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of Lyonet.

15.5 The limitations and exclusions of liability as specified in clause 15 of this document shall not affect the liability of Lyconet according to the mandatory statutory legal provisions for product liability, based on the fraudulent concealment of a defect or the assumption of a guarantee for the quality of an item.

15.6 The Marketer shall indemnify and hold Lyconet harmless against all damages, losses, claims and expenses (including legal expense) caused or suffered by Lyconet as a result of a breach of any of the terms and conditions of this Lyconet Agreement by the Marketer.

16. Changes

16.1 The Marketer undertakes to notify Lyconet in writing of any changes to his/her data that is essential to the contract without delay. This obligation applies particularly to changes in the address and bank details. Furthermore, the Marketer undertakes to notify Lyconet immediately of any payment difficulties, but especially of impending insolvency or imminent over-indebtedness. If changes to the business address are not disclosed immediately, statements that Lyconet sends by post to the last known address shall nevertheless be deemed to have been received by the Marketer.

16.2 Individual written agreements made in individual cases shall take precedence over this Lyconet Agreement. The contents of such agreements shall be governed by a written contract or written confirmation by Lyconet. No verbal agreements have been made between the parties. Moreover, Lyconet shall be entitled to send contract declarations and information required for the conclusion of the contract via SMS or e-mail to the Marketer provided that the Marketer has specified the corresponding contact data and does not object to the same.

17. Applicable law and court of jurisdiction

17.1 This Agreement governed by Austrian substantive law to the exclusion of the reference norms of international private law and the UN Sales Convention.

17.2 Any dispute between Lyconet and the Marketer in connection with or arising out of the existence, validity, interpretation, performance and termination of this Agreement, which the parties are unable to resolve amicably within 30 (thirty) days from the notification of the dispute by the demanding party to the other party, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC), by three arbitrators. The Arbitration shall take place in Dubai, United Arab Emirates. The language of the proceedings and awards shall be in English.

18. General conditions

18.1 The Marketer shall not be entitled to assign this Lyconet Agreement or the rights and obligations established between the parties based on this Lyconet Agreement to a third party or to transfer it in any other way, including by way of universal succession, without the prior written consent of Lyconet. However, if the Marketer dies, the contractual relationships existing between him/her and Lyconet may pass to his/her heirs under the applicable inheritance law. Furthermore, the Marketer shall not be entitled to encumber any existing rights with a lien without the prior written consent of Lyconet

18.2 The Marketer shall not have the right to offset claims of Lyconet. This shall not apply if the claims are reciprocal and interdependent, or if the Marketer offsets a claim that is uncontested, ready for decision, or defined by enforceable final judgement.

18.3 Should any provision of this Lyconet Agreement be or become totally or partially invalid or unenforceable, this shall not affect the validity, enforceability or practicability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision corresponding to the intention and purpose of the original provision.

18.4 If Lyconet does not or does not fully exercise any legal rights in response to a particular breach of any terms and condition of this agreement, this action shall not be deemed as a waiver of any such rights or deprive Lyconet from any right to fully enforce this agreement.