

LYCONET AGREEMENT

for Independent Lyonet Marketers

Version: August 2018

Preamble

Lyoness Australia Pty Ltd (ABN: 71 154 275 546), with registered office at Suite 2, Level 12, 222 Pitt St. Sydney NSW 2000 in cooperation with **Lyoness Asia Pacific Limited**, a company with registered office at Suite 802-06, 8/F, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong (hereinafter for both parties "**Lyonet**"), operates a marketing programme further described below (hereinafter: "**Lyonet Marketing Programme**").

An essential element of the Lyonet Marketing Programme is this Lyonet Agreement for Independent Lyonet Marketers (hereinafter: "**Lyonet Agreement**"), which enables the Marketer to promote the distribution and use of the Cashback World Programme as a self-employed, commercial sales agent and to obtain benefits from the same. Following the conclusion of the Lyonet Agreement with Lyoness Australia Pty Ltd., participants acquire the status of an Independent Lyonet Marketer (hereinafter "Marketer").

The Cashback World Programme is a shopping community operated by myWorld International Limited, with registered office at 40 Bank Street, London EC14 5NR, United Kingdom, with its subsidiary companies and cooperation partners which enables participants ("Members") to obtain benefits from the purchase of goods and services from Loyalty Merchants.

1. Object of the agreement

1.1 The Marketer shall be entitled to promote, in accordance with this Lyonet Agreement, the distribution and use of the Cashback World Programme and the Lyonet Marketing Programme:

- (a) by gaining new Members and supporting existing Members,
- (b) by gaining new Marketers and supporting existing Marketers, and
- (c) by gaining new Loyalty Merchants and supporting existing Loyalty Merchants.

1.2 "**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 A\$15m
- (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, companies that do not meet this requirement shall also be considered as a Loyalty Merchant, provided that myWorld International Limited declares this in writing on a case-by-case basis.

The introduction and management by the Marketer of companies that do not qualify as Loyalty Merchants within the meaning of this section 1.2 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.

1.3 In consideration for the activities described in section 1.1, the Marketer shall receive remuneration according to the Lyonet Compensation Plan in **Annex 1** to this Lyonet Agreement (see also section 9).

2. Basis for the agreement

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

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 responsible for ensuring that he/she fulfils the legal requirements applicable in the State(s) or Territory(ies) of Australia in which they operate. The Marketer shall indemnify and hold Lyonet harmless against any loss or damage suffered or incurred by Lyonet arising out of or in connection with any failure to fulfil such legal requirements (including third party claims against Lyonet arising therefrom).

3.2 The Marketer shall act as an independent entrepreneur. No form of employment, service, or company relationship of any kind whatsoever is established between Lyoness Australia Pty. Limited/Lyoness Asia Pacific Limited 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 an employee or otherwise on the staff of Lyoness Australia Pty Ltd. or/and Lyoness Asia Pacific Limited or of any of their affiliated companies.

3.4 Whilst the Marketer may perform the promotion and sales activities expressly specified in this Agreement, the Marketer is prohibited from representing Lyonet, and in particular, he/she is not authorised to conclude contracts or receive services on behalf of Lyonesse Australia Pty Ltd. or/and Lyonesse Asia Pacific Limited or of any of their affiliated companies, including the Lyonesse and myWorld groups of companies. A violation of this section 3.4 shall entitle Lyonet to terminate this Lyonet Agreement for cause in accordance with section 13.2.

3.5 Upon execution of this Lyonet Agreement, payment of the applicable fee, and successful completion of the relevant online training course and test, the Marketer shall be entitled to register as an Independent Lyonet Marketer. 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 shall entitle Lyonet to terminate this Agreement for cause and to recover the benefits obtained in this manner. In the event of multiple registrations, the ID numbers last registered shall be deleted. Any benefits from the Lyonet Compensation Plan obtained solely by means of multiple registrations shall be reimbursed to Lyonet immediately upon termination of this Agreement, and such amounts will be a debt due and payable by the Marketer.

4. Requirements for the activity and the entitlement to remuneration

4.1 As a condition for the entitlement to claim remuneration, 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 to practice his/her trade. He/she must ensure the proper payment of taxes and levies and shall indemnify and hold Lyonet harmless against any loss or damage suffered or incurred by Lyonet arising out of or in connection with any failure by the Marketer to pay such taxes and levies, (including third party claims against Lyonet arising therefrom).

4.2 The Marketer must undergo separate, additional training in order to become a Merchant Marketer and thereby be authorised by myWorld International to introduce new 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, to the extent that obligations, restrictions and prohibitions apply to the Marketer under this Lyonet Agreement are also relevant to the performance of the activities performed by third parties referred to in this section ("**Relevant Provisions**"), these third parties also comply with the Relevant Provisions, and the Marketer shall indemnify and hold Lyonet harmless against any loss or damage suffered or incurred by Lyonet arising out of or in connection with any failure by any such third party to so comply (including third party claims against Lyonet arising therefrom).

5.2 The Marketer shall be obliged to make only such statements about Lyonet, a company affiliated with Lyonet, the Lyonet business model, and its distribution and marketing activities under this Lyonet Agreement 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 consent of Lyonet in text form (an electronic message is sufficient).

6. Member registration

6.1 The Marketer can use the original registration form to promote new Members to the Cashback World Programme Membership on the Cashback World Programme shall be constituted only upon acceptance of the registration application by myWorld Australia Pty. Ltd.

6.2 The Marketer has the following obligations when recruiting 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 provided or made 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 online registration application has been placed.

6.2.2 When completing the registration form and thus before membership is established, the Marketer shall present the Cashback World GTCs to the Member without being asked and shall expressly point out that they are an indispensable part of the contract to be concluded between the individual and myWorld Australia Pty. Ltd.

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 prospective Member, the Marketer must upload an adequately recognisable picture of the registration form fully completed and signed by the prospective 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 prospective Member.

6.2.5 The Marketer shall keep all original registration forms securely and make them available any time at the request of Lyconet.

6.2.6 Lyconet reserves the right to carry out random checks of the registration forms.

6.3 Liability of the Marketer when registering prospective Members:

6.3.1 The Marketer shall be fully liable for compliance with the provisions of this clause 6. This liability shall also extend to all persons whom the Marketer uses to fulfil his/her contractual obligations as permitted under this Lyconet Agreement to the same extent as for the actions of the Marketer himself/herself.

6.3.2 The Marketer must record all data of the prospective 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 section 6 by the Marketer shall entitle Lyconet to extraordinary terminate this Lyconet Agreement by notice to the Marketer with immediate effect.

7. Communication Material

7.1 Lyconet provides the Marketer with the advertising and information material (documents, catalogues, presentations, etc.) (hereinafter: "**Communication Material**") required by the Marketer to perform his/her sales activities under this Lyconet Agreement available to the Marketer for downloading free of charge at www.lyconet.com (log-in section).

7.2 The Marketer may use only the Communication Material authorised by Lyconet at any given time through Lyconet making it available it at www.lyconet.com. Before using the communication material, the **Marketer** must check whether it complies with the current version. The culpable use of unauthorised communication material by the **Marketer** will entitle **Lyconet** to terminate this **Lyconet Agreement** without notice for good cause in accordance with clause 13.2.

7.3 In the event of termination of this Lyconet Agreement, the Marketer shall immediately destroy the Communication Material in his/her possession and confirm the destruction in writing to Lyconet, if required by Lyconet.

7.4 Publications and advertisements, as well as the use of trademarks applied for and/or registered for Lyconet or companies affiliated with Lyconet, such as the company logo and the brands Lyconet, Lyconess, Child & Family Foundation, Greenfinity Foundation, etc., require the written consent of Lyconet. The publication and use of trademarks applied for and/or registered of myWorld International Limited such as *Cashback World* or *myWorld* require the written consent of myWorld International Limited. 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 Lyconet according to section 7.2 shall remain unaffected.

7.5 The Marketer shall indemnify and hold Lyconet harmless against any loss or damage suffered or incurred by Lyconet arising out of or in connection with any claims by third parties against Lyconet in connection with the culpable violation of such third parties' intellectual 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 Marketers or Members of the second level (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 Lyconet 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 Lyconet Agreement for Independent Lyconet Marketers with the Marketer).

8.3 Except as specified in this section 8.3, the Lifeline cannot be changed and compliance with it is a principle of the Lyconet Marketing Programme for the protection of all Members and marketers. If the Marketer has not been eligible for compensation in the last 12 months, the Marketer can change its Recommender by appointing another marketer as the Recommender to Lyconet with his/her consent. If the Marketer is also a Member, the Recommender may be changed only if the requirements for a change are also met as a Member. This means that no purchases shall have been made from Loyalty Merchants over a period of six months nor shall there have been any entitlement to compensation in the last twelve months. In this case, the Marketers or Members recruited directly or indirectly by the Marketer (regardless of the level) shall remain in the original position of the original Recommender. The entitlement to compensation is defined in and regulated under Annex 1 of the Lyconet Compensation Plan.

8.4 If the Marketer terminates his/her participation in the Lyconet Marketing Programme or changes the Lifeline according to section 8.3 above or terminates his/her participation as a Member, this shall not affect the position of the remaining Marketers or Members of the Lifeline concerned (in any upper or lower level).

8.5 The ID number of the Marketer cannot be transferred to third parties (e.g. by the Marketer selling the ID number) without the prior written consent of Lyconet and with the simultaneous transfer of all contractual relationships existing between the Marketer (if applicable) the myWorld and Lyconess groups of companies to the third party. However, if the Marketer dies, the contractual relationships existing between

the Marketer and t and the Lyonesse and (if applicable) the myWorld groups of companies (including his/her ID number) shall pass to his/her heirs under the applicable inheritance law.

9. Compensation

- 9.1 The Marketer shall be compensated for his/her activities under this Lyconet Agreement according to the Lyconet Compensation Plan in Annex 1 (hereinafter: **Compensation Plan**). The Marketer shall not be entitled to claim compensation for expenses incurred in the performance of his/her sales activities under this Lyconet Agreement (especially the reimbursement of travel costs and expenses, material or personnel costs) from Lyconet.
- 9.2 In addition to compensation according to the Compensation Plan, Lyconet may also offer additional premiums at its sole discretion. However, the Marketer has no entitlement to such additional premiums.
- 9.3 All compensation shall be calculated on a weekly or monthly basis, taking into account all the Shopping Points credited according to the Lyconet Marketing Programme (according to the Compensation Plan in Annex 1). Lyconet shall display all the information that is relevant to the compensation of the Marketer according to the 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 Lyconet on the Lyconet.com website and in the form specified by Lyconet no later than one week after receipt of the statement.
- 9.5 The compensation due to the Marketer from the Lyconet Marketing Programme shall be paid weekly to the Marketer's account, provided that the sum of the payment entitlements reaches an amount of AUD 15.00

10. Secrecy and confidentiality

- 10.1 The Marketer shall maintain as confidential all proprietary, sensitive or commercial-in-confidence information, and all business and trade secrets of Lyconet, that have been entrusted or disclosed to him/her by Lyconet as such during his/her activities, even after termination of this Lyconet Agreement.
- 10.2 The Marketer must return to Lyconet 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 Lyconet Agreement.
- 10.3 The Marketer shall also impose these secrecy and confidentiality obligations on all persons whom the Marketer uses to fulfil his/her contractual obligations as permitted under this Lyconet Agreement and shall be liable for any breach of those obligations by such persons to the same extent as for such breaches attributable to him/her.

11. Data protection

- 11.1. Lyconet collects, stores and processes personal data of the Marketer and Members, including company data and data on sales activities of the Marketers, to implement this Lyconet Agreement and for purposes associated with the Lyconet Marketing Programme, including to calculate the Shopping Points and compensation payable to the Marketer according to the Lyconet Compensation Plan in Annex 1.
- Further information about the personal data Lyconet collects and processes about the Marketer, Members, the third parties it discloses such data to (including the countries where they are located if they are overseas), how the Marketer, Members can access and request correction of their personal data, how they can opt out of receiving marketing communications and how they can make a privacy complaint and how their complaint will be handled, can be found in Lyconet's Privacy Policy at www.lyconet.com.
- 11.2. All requests for information, changes, and deletion of the Marketer's personal data including access and correction requests, revocation of consents and complaints may be directed to Lyconet Australia Pty Ltd at Suite 2, Level 12, 222 Pitt St Sydney NSW 2000 or by e-mail to international@lyconet.com. Further privacy provisions related to the use of the Lyconet website can be found in the Privacy Policy at www.lyconet.com.
- 11.3. Lyconet uses internationally recognised security technologies to protect Marketers' data against unauthorised access. However, as the Internet is inherently insecure, Lyconet shall not be liable for security of the data transmitted via the Internet except as expressly specified in section 15.3.
- 11.4. If the Marketer uses additional IT-supported services and Lyconet processes personal data entered by the Marketer in this context, the Marketer acknowledges and agrees that such use by the Marketer and processing by Lyconet will be subject to the parties entering into a separate agreement governing such data processing.

12. Non-competition/non-solicitation agreement

- 12.1 The Marketer will not, for any part of the duration of this Lyconet Agreement, directly or indirectly, or through any third party, without the prior written consent of Lyconet, provide any services to a competitor of Lyconet providing services that are identical or like those of Lyconet (hereinafter: **Competitor**), or manage or participate in, or otherwise support or advise, a Competitor.
- 12.2 The restrictions in section 12.1 shall also apply to entities that are involved in the network sector (structure sales) generally (hereinafter: **Network Sector Entities**).

- 12.3 Any activities of the Marketer for Competitors or Network Sector Entities already being performed by the Marketer at the time of conclusion of this Lyonet Agreement and disclosed in text form (electronic message) to Lyonet shall be excluded from the restrictions in section 12.1.
- 12.4 During the term of this Lyonet Agreement, the Marketer shall also refrain from soliciting, or attempting to solicit, Marketers, Members, or Loyalty Merchants for other Competitors or Network Sector Entities.
- 12.5 If the foregoing provisions of this section 12 are violated by the Marketer or any persons whom the Marketer uses to fulfil his/her contractual obligations as permitted under this Lyonet Agreement, Lyonet shall be entitled to demand the cessation of the aforementioned actions, such demand (regardless of whether it is complied with or not) being without prejudice to the right of Lyonet to terminate this Lyonet Agreement for cause under section 13.2 and to assert a claim for any loss or damage that has resulted or is resulting.
- 13. Duration and term of this Lyonet Agreement**
- 13.1 The Lyonet Agreement comes into force on the date that it is executed by the last party to execute it, and shall continue in force for an indefinite period of time and may be terminated by either party by giving 30 days' written notice to the other party.
- 13.2 Lyonet shall have the right to terminate this Lyonet Agreement at any time for cause with immediate effect by notice to the other party 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 section 7.2.
 - (c) The Marketer uses trademarks applied for and/or registered for Lyonet or companies affiliated with Lyonet in violation of section 7.4.
 - (d) The Marketer violates section 12 or violates the obligation to maintain secrecy and confidentiality according to section 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 counterparty to them.
 - (f) The Marketer makes commercial resale of any 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 prior written consent of Lyonet.
 - (h) The Marketer has been convicted of a 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. fraud) or (iv) which is so serious that Lyonet can no longer be 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 significant part of it.
 - (j) The financial situation of the Marketer deteriorates so significantly that the sustainable solvency of the Marketer is questionable based on objective criteria.
- 13.3 In addition to the above termination rights of Lyonet, Lyonet may terminate this Lyonet Agreement for any material breach of this Lyonet Agreement which is incapable of remedy or which is not remedied within 14 days of the date of a notice from Lyonet requiring the Marketer to remedy the breach.
- 13.4 Any participation in the Cashback World Programme remains unaffected by the termination of this Lyonet Agreement.
- 14. Effects of termination**
- 14.1 Upon termination of this Lyonet Agreement, the Marketer shall be entitled to retain any compensation already 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 Upon termination of this Lyonet Agreement, unless otherwise agreed in writing by Lyonet, payments made by the Marketer (e.g. for services or voucher orders) shall not be refunded. No expenses of the Marketer shall be reimbursed by Lyonet.
- 15. Liability**
- 15.1 Except as expressly stated in this Lyonet Agreement, the Lyonet Marketing Programme is provided entirely "as is". To the maximum extent permitted by law, Lyonet excludes all implied conditions and warranties with respect to the the Lyonet Marketing Programme, excluding any implied condition or warranty the exclusion of which would breach any statute or cause any part of this section to be void.
- 15.2 If any law implies a condition, warranty or guarantee into this Lyonet Agreement which cannot lawfully be excluded, to the maximum extent permitted by lawLyonet's liability for any breach of such implied condition, warranty or guarantee will be limited (at Lyonet's election) to the supply of the relevant service again or the payment of the cost of having that service re-supplied.

15.3 Subject to section 15.2, to the maximum extent permitted by law Lyonet, and any related body corporate or affiliated company of Lyonet, and any of their officers, employees or agents are not liable for any loss, damage or claim of any kind (including, without limitation, economic loss, consequential loss or loss of profits), arising under or in connection with this Lyonet Agreement or the Lyonet Marketing Programme, including, without limitation, any changes to this Lyonet Agreement or the Lyonet Marketing Programme, save to the extent that such loss, damage or claim arises from the negligence or wilful misconduct of a Lyonet, and any related body corporate or affiliated company of Lyonet, and any of their officers, employees or agents.

16. Changes

16.1 The Marketer undertakes to notify Lyonet without delay in writing of any changes to his/her data that is relevant to this Lyonet Agreement or the performance of the Marketer's obligations or exercise of his/her rights under it. This obligation applies particularly to changes in the Marketer's address and bank details. Furthermore, the Marketer undertakes to notify Lyonet immediately of any financial difficulties affecting them, including impending insolvency or imminent over-indebtedness. If changes to the Marketer's address are not disclosed to Lyonet immediately, statements that Lyonet sends by post to the last known address shall nevertheless be deemed to have been received by the Marketer.

16.2 Individual agreements (for example, changes to the Marketer's member ID, or an alternative compensation plan agreed by the parties) made in individual cases shall either, as applicable:

16.2.1 supplement this Lyonet Agreement, and shall take precedence over this Lyonet Agreement in the event of any conflict or inconsistency; or

16.2.2 supersede and replace this Lyonet Agreement,

provided that such agreements shall be governed by a written contract or written confirmation by Lyonet. Any such verbal agreement shall have no force or effect. No verbal agreements have been made between the parties. Moreover, Lyonet shall be entitled to send information and notices in relation to this Lyonet Agreement and the Lyonet Marketing Programme via SMS or e-mail to the Marketer to the number or email address specified by the Marketer in its registration application or as otherwise specified by the Marketer from time to time.

16.3 Changes to this Lyonet Agreement and any other contractual agreements between the Marketer and Lyonet communicated by notice to the Marketer's address, or e-mail address indicated by the Marketer as per the previous section, shall be deemed to be accepted by the Marketer if the Marketer does not object to such change within 30 days of receipt of the written notification of change. The changes to this Agreement shall be deemed to be accepted by the Marketer at the end of the 30 day period or upon the first participation in the Lyonet Marketing Programme by the Marketer following such notice.

17. Applicable law and court of jurisdiction

17.1 This Lyonet Agreement is governed by, and construed in accordance with, the law of New South Wales, Australia.

17.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of New South Wales and any courts that have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

17.3 Unless the proceedings are preceded by an official arbitration procedure, the parties shall be obliged to conduct settlement negotiations at the registered office of Lyoness Australia Pty Ltd at Suite 2, Level 12, 222 Pitt St. Sydney NSW 2000 before initiating any possible legal proceedings.

18. General conditions

18.1 The Marketer shall not be entitled to assign this Lyonet Agreement, or the rights and obligations established between the parties based on this Lyonet 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 Lyonet. However, if the Marketer dies, the contractual relationships existing between him/her and Lyonet shall 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 Lyonet

18.2 The Marketer shall not have the right to offset claims of Lyonet. 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 Lyonet Agreement be or become totally or partially invalid, this shall not affect the validity or practicability of the remaining provisions.