

LYCONET AGREEMENT

for Independent Lyonet Marketers

Version: September 2018

Preamble

Lyoness India Private Limited, a company registered under Companies Act 2013, bearing company registration number: U74140DL2015FTC280270 and having its registered office at A288, 1st Floor, Defence Colony, New Delhi-110024, India, (hereinafter referred to as '**Lyonet**'), operates a marketing programme hereinafter referred to as: '**Lyonet Marketing Programme**'.

The Lyonet Agreement for Independent Lyonet Marketer ("Agreement") enables its participants, desirous to promote the Cashback World Programme, to act as an independent business entity, and to receive *Marketing Bonus*, if eligible.

This Agreement explains the nature and scope of the contractual relationship between Lyonet and a Lyonet Marketer. A Lyonet Marketer must read and accept this Agreement.

Upon execution of this Agreement with Lyonet, the participant becomes an independent Lyonet Marketer (hereinafter: "**Lyonet Marketer**").

In this Agreement, any term or condition that appears in italics has the meaning set out in Appendix 1, a glossary of defined terms.

This Agreement forms an electronic record in accordance with the Information Technology Act, 2000 and rules made thereunder, as applicable, and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

The Cashback World Programme is a shopping programme 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 receive *Member Benefit* when they make *Purchases* at *Loyalty Merchants*.

1. Object of the agreement

- 1.1 This Agreement is legally binding and sets out the rights and obligations of a Lyonet Marketer whilst undertaking the activities of promotion of the Cashback World Programme.
- 1.2 Upon becoming a Lyonet Marketer and whilst being a Lyonet Marketer, a Lyonet Marketer agrees to be bound by the terms of this Agreement (and any amendments made thereto by Lyonet, from time to time) and in consideration of the foregoing Lyonet allows a Lyonet Marketer to promote the Cashback World Programme.

2. Contractual basis

- 2.1 Upon execution of this Agreement, as provided in Clause 2.2 below, the participant becomes an independent Lyonet Marketer, free of charge.
- 2.2 The Agreement will be duly executed, as follows:
 - (a) Step 1: A participant, desirous of becoming a Lyonet Marketer, must complete the online registration by filling out and submitting the online registration form;
 - (b) Step 2: A participant, desirous of becoming a Lyonet Marketer, must read and accept the terms of this Agreement, by clicking on "I have read and accepted the Lyonet Agreement and the Code of Ethics" on the *Lyonet Website*.
- 2.3 The contract between the *Parties* (Lyonet and Marketer) comprises this Agreement and any amendments thereto, the Code of Ethics for Lyonet Marketers, and any additional agreements (as provided in Clause 17.2), together with other rules and guidelines, published and to be published by Lyonet from time to time. This contract supersedes any prior contracts or understanding on the same subject matter, written or oral, between the *Parties*.

3. Legal relationship

- 3.1 In consideration of a Lyonet Marketer abiding strictly by the terms and conditions in this Agreement, Lyonet grants a Lyonet Marketer a non-exclusive, revocable right to promote/advertise the Cashback World Programme. A Lyonet Marketer hereby warrants that he will abide by all relevant laws in promoting /advertising the Cashback World Programme and will indemnify and keep Lyonet harmless from any claims from *Third-Parties* because of his breach of any of the terms and conditions of this Agreement, or non-compliance or violation of any applicable legislation in any country/jurisdiction.

- 3.2 For the avoidance of doubt nothing in this contract will be construed as establishing any employment, joint venture, partnership or agency relationship between the *Parties*, nor do any of the provisions therein make a Lyconet Marketer an officer, director, partner or shareholder of Lyconet. A Lyconet Marketer remains fully and solely responsible for all promotional/marketing/advertising activities that are contemplated under this Agreement and he is under no obligation at all to promote/market/advertise the Cashback World Programme.
- 3.3 A Lyconet Marketer does not represent Lyconet; he is strictly prohibited from representing that he is an employee or an agent of Lyconet or engaging in any acts or omissions, which would create the impression that he is an employee or agent of Lyconet.
- 3.4 Nothing done, said, written, typed, or omitted to do by the Lyconet Marketer will bind Lyconet in any way. A Lyconet Marketer is strictly prohibited to sign any agreements, accept any services, make any statements, representations or any admissions or promises on behalf of Lyconet. A Lyconet Marketer hereby warrants that he will indemnify Lyconet and keep Lyconet harmless from any *Third-Party* claims, losses or damages because of a breach of this Clause 3.4 by him. Lyconet is entitled to terminate this Agreement for good cause, should a Lyconet Marketer be in breach or, in Lyconet's absolute view and discretion, is very likely to be in breach of this Clause 3.4.
- 3.5 Each natural person or legal entity is only permitted to register once as a Lyconet Marketer. For registration, a Lyconet Marketer must enter a home or business address (registered office). If a Lyconet Marketer attempts to register more than once with the aim of obtaining extra benefits, Lyconet reserves the right to terminate the contractual relationship with good cause and revoke any benefits obtained in this manner. If a Lyconet Marketer registers more than once, the most recent registration will be deleted, and any benefits will be revoked.

4. Requirements for the activity and the entitlement to remuneration

- 4.1 A Lyconet Marketer is a participant, whose registration has not been blocked and the Lyconet Agreement has not been terminated.
- 4.2 A Lyconet Marketer must be a sole proprietorship or a partnership firm or a limited liability partnership firm or a company, duly organised and recognised by the laws of Republic of India and is competent to contract as required by section 11 of the Indian Contract Act, 1872. He/she must ensure the proper payment of taxes and levies and shall indemnify and hold Lyconet harmless in the event of any *Third-Party* claims.
- 4.3 The following information must be provided upon execution of the Agreement by a Lyconet Marketer:
- (a) Permanent Account Number ("PAN").
- 4.4 In case of a sole proprietor, the following conditions must be fulfilled:
- (a) he should be at least 18 years old, on the *Commencement Date*; AND
- (b) should not be of unsound mind; AND
- (c) should not be insolvent.
- 4.5 Lyconet may, at its absolute discretion, modify any part of or all of the prerequisites in this Clause 4 at any time, or reject any application/registration for a Lyconet Marketer at any time without reason.

5. Activities of a Lyconet Marketer

- 5.1 Provided that the prerequisite conditions specified in Clause 4 have been fulfilled, for the duration of this Agreement a Lyconet Marketer will be entitled to promote the Cashback World Programme to potential new *Members* and to provide support to existing *Members*.
- 5.2 A Lyconet Marketer understands and affirms that recommending the Cashback World Programme to new *Members* is at his sole discretion and Lyconet does not make it mandatory for him to carry on these activities. Furthermore, the sheer act of recommending/enrolling new *Members* does not entitle a Lyconet Marketer to any benefits.

6. Rights and obligations of a Lyconet Marketer

- 6.1 The Lyconet 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 Lyconet Marketer himself/herself. The Lyconet Marketer must ensure that the obligations of this contract are also met by these *Third-Parties*.
- 6.2 The Lyconet Marketer shall be obliged to make only such statements about Lyconet, a company affiliated with Lyconet, the Lyconet business model, and its distribution and marketing that are in accordance with Lyconet's official documentation.
- 6.3 As soon as a Lyconet Marketer receives information regarding a possible violation of the provisions of this Agreement, by another Lyconet Marketer or any *Third-Parties*, he must inform Lyconet immediately.
- 6.4 A Lyconet Marketer may only make factual statements regarding Lyconet, the Lyconet business model or the Cashback World Programme that conform to the information contained in official Lyconet documents. A Lyconet Marketer is hereby reminded that any factual statements are made in his own capacity and not on behalf of Lyconet.
- 6.1. A Lyconet Marketer must comply at all times with the provisions of the Code of Ethics for Lyconet Marketers.

7. Member registration

- 7.1 The Lyonet Marketer can use the online registration form at www.cashbackworld.com or the current *Registration Flyer* to recruit new *Members* to 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. The Membership in the Cashback World Programme shall be constituted only upon acceptance of the registration application by the respective contractual partner of the *Member*.
- 7.2 The Lyonet Marketer has the following obligations when registering new *Members* using the *Registration Flyer*:
- 7.2.1 The Lyonet Marketer must ensure that the current version of the General Terms and Conditions for Cashback World *Members* ("**Cashback World GTCs**") is available to the *Member* in the place where the registration takes place and that the *Member* can examine the *Cashback World GTCs*. Lyonet shall provide the Lyonet Marketer with the required *Cashback World GTCs* in the version required for the respective country at the *Lyonet Website* (log-in area) for downloading. The Lyonet Marketer shall receive the necessary registration applications in printed form directly from Lyonet after the appropriate order has been placed.
 - 7.2.2 When completing the *Registration Flyer* and thus before membership is established, the Lyonet 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.
 - 7.2.3 Before completing the registration, the Lyonet Marketer must enter his/her information in the designated area of the *Registration Flyer*. To complete the registration of the *Member*, the Lyonet Marketer must upload an adequately recognisable picture of the *Registration Flyer* fully completed and signed by the *Member* in the designated area.
 - 7.2.4 In addition, the Lyonet Marketer undertakes always to have an adequate number of copies of the current *Cashback World GTCs* available for examination and to hand them over at the request of the *Member*.
 - 7.2.5 The Lyonet Marketer shall keep all original *Registration Flyers* securely and make them available any time at the request of Lyonet.
 - 7.2.6 Lyonet reserves the right to carry out random checks of the *Registration Flyers*.
- 7.3 Liability of the Lyonet Marketer when registering *Members*:
- 7.3.1 The Lyonet Marketer shall be fully liable for compliance with the provisions of this Clause 7. This liability shall also extend to all persons whom the Lyonet Marketer uses to fulfil his/her contractual obligations to the same extent as for the conduct of *Third-Parties* attributable to him/her.
 - 7.3.2 The Lyonet 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.
 - 7.3.3 Any violation of this Clause 7 by the Lyonet Marketer shall entitle Lyonet to extraordinary terminate the entire contractual relationship.

8. Marketing Bonus

- 8.1 A Lyonet Marketer is entitled to receive *Marketing Bonus*.
- 8.2 Lyonet may also offer additional premiums at its sole discretion. However, there is no entitlement to this.
- 8.3 Once a *Loyalty Merchant* confirms a *Purchase* to *myWorld*, *Marketing Bonus* is accrued for the Lyonet Marketer in the Lyonet system. When the *Loyalty Merchant* pays for the agreed discount (expected within two months) the Lyonet Marketer receives the *Marketing Bonus* from Lyonet.
- 8.4 Provided that at least INR 250 has been accrued for the Lyonet Marketer from *Marketing Bonus*, Lyonet will make a weekly transfer to his designated bank account, subject to applicable taxes.
- 8.5 A Lyonet Marketer has no right to any other payment from Lyonet, in particular the reimbursement of any expenses of any travel, material or staffing costs resulting from his promotional activities.

9. Communication Material

- 9.1 Lyonet provides *Communication Material*, free of cost, to a Lyonet Marketer, to help assist him in conducting his promotional/advertising activities in accordance with this Agreement.
- 9.2 A Lyonet Marketer must use the latest *Communication Material* for his promotional purposes. The inappropriate use by a Lyonet Marketer of outdated *Communication Material* or any other materials that are not approved by Lyonet may entitle Lyonet to terminate this Agreement for good cause.

- 9.3 In the event of the termination of this Agreement (regardless of the way in which or the reasons for which it is terminated), a Lyonet Marketer must destroy any *Communication Material* he may have in his possession and confirm the destruction of the same to Lyonet in writing.
- 9.4 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, Lyoness, etc., require the 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, myWorld, Child & Family Foundation, Greenfinity Foundation, require the 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 Lyonet Marketer to use the *Communication Material* authorised by Lyonet according to Clause 9.1 shall remain unaffected.
- 9.5 A Lyonet Marketer will hold Lyonet harmless from any claims filed by *Third-Parties* arising from the Lyonet Marketer's unauthorised use of materials.
- 10. Lyonet Products and Services**
- 10.1 Lyonet may also provide training materials, free of cost, for downloading from the download section of the *Lyonet Website* (www.lyconet.com), to a Lyonet Marketer. A Lyonet Marketer is expected to familiarise himself fully with all such material.
- 10.2 In addition to the *Communication Material*, Lyonet may also provide additional promotional/advertising materials, which a Lyonet Marketer can purchase, if he so desires at his sole discretion, to support his activities. If Lyonet offers additional promotional/advertising materials, the details of the same will be described in separate flyers/leaflets or on www.Lyonet.com.
- 10.3 In case a Lyonet Marketer purchases any promotional/advertising material from Lyonet, he is free to return such material within 30 (thirty) days of its purchase. Subject to such material being in an unused state, Lyonet will refund the price paid by the Lyonet Marketer for such material, less any reasonable handling charge. Whether the material is in a used state or not will be determined by Lyonet by taking into consideration various factors such as the state of the material, whether the wrapping material /packaging material remains unopened/sealed etc.
- 10.4 Lyonet may also offer certain Lyonet services to a Lyonet Marketer to assist him with his promotional/advertising activities. A Lyonet Marketer who decides to use such services will be bound by separate terms and conditions.
- 10.5 A Lyonet Marketer understands and affirms that the Lyonet products and services provided in this Clause 10, are discretionary and Lyonet reserves the sole right to offer them.
- 11. Secrecy and confidentiality**
- 11.1 A Lyonet Marketer is obligated to maintain strict confidentiality regarding any Lyonet trade or business secrets acquired or entrusted to him during the term of this Agreement and will continue to maintain strict confidentiality during the term of this Agreement and thereafter.
- 11.2 All information received from Lyonet by a Lyonet Marketer must be returned to Lyonet or destroyed immediately upon termination of this Agreement.
- 11.3 The Lyonet Marketer shall also impose these secrecy and confidentiality obligations on his/her assistants.
- 12. Data protection**
- 11.1. To the extent that it is required to implement the Lyonet Agreement, Lyoness India Private Limited, being responsible for data protection, collects, stores and processes personal or company data as well as data on sales activities of the Lyonet Marketers.
- 11.2. In compliance with Information Technology Act, 2000 and the rules and regulations made thereunder, a Lyonet Marketer has the right to access his *Personal Data* and request amendments to the same. A Lyonet Marketer may contact the Grievance Officer at grievanceofficer@lyoness.in, should he wish to access, correct or request deletion of his *Personal Data* or revoke his consent for future use of his *Personal Data*. 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 Lyonet Marketer uses additional IT-supported services and Lyonet processes *Personal Data* entered by the Lyonet Marketer in this context, the *Parties* shall conclude a contract data processing agreement.
- 13. Non-competition/non-solicitation**
- 13.1 During the term of this Agreement, without the prior written consent of Lyonet, a Lyonet Marketer must not personally, directly or indirectly, work for or cause a *Third-Party* to work under him or with his consent for, or establish, operate or participate or otherwise support or advise a competing business offering services or marketing methods similar or identical to those of Lyonet.
- 13.2 In respect of competing businesses, any activities of a Lyonet Marketer that have been in place and approved and confirmed by Lyonet in written or electronic form, on or before the *Commencement Date* will be excluded from this Clause 13.
- 13.3 For the duration of this Agreement, a Lyonet Marketer will refrain from recruiting, enticing or attempting to recruit any persons or *Members*:

- (a) for the benefit of any competing businesses or
- (b) already enrolled by another Lyonet Marketer, for his own benefit.

13.4 In the event that the provisions of this Clause 13 are violated by a Lyonet Marketer, he must cease carrying out any competing activities immediately. As a result of such unauthorised competition, Lyonet is entitled to terminate this Agreement for good cause and the Lyonet Marketer will indemnify Lyonet for and keep Lyonet harmless from any loss or damages suffered.

14. Duration and term of this Lyonet Agreement

14.1 This Agreement will commence on the *Commencement Date* and will continue until either *Party* terminates this Agreement by giving written notice of termination, in accordance with this Clause 14.

14.2 **Termination for No Cause:** Both *Parties* have the right to terminate this Agreement, without cause, by giving notice of 30 (thirty) days.

14.3 **Termination for Good Cause:** Both *Parties* have the right to terminate this Agreement, for good cause, with immediate effect. Lyonet has good cause to terminate this Agreement in the following cases:

- (a) A Lyonet Marketer provides incorrect data for the purpose of executing this Agreement.
- (b) A Lyonet Marketer violates any of the obligations laid down in Clause 6.
- (c) A Lyonet Marketer uses unauthorised material in violation of Clause 9.2.
- (d) A Lyonet Marketer uses a trademark applied for and/or registered for in violation of Clause 9.4.
- (e) A Lyonet Marketer violates the non-competition or non-solicitation clause under Clause 13 or breaches his confidentiality obligations under Clause 11.
- (f) A Lyonet Marketer provides erroneous information about the Cashback World Programme or the Lyonet Marketing Programme on two or more occasions.
- (g) A Lyonet Marketer sells *Loyalty Merchant* vouchers for commercial gain.
- (h) A Lyonet Marketer runs events charging a fee for entry without the written consent of Lyonet.
- (i) A Lyonet Marketer is accused of a criminal offence involving imprisonment (i) that harms Lyonet, a company associated with Lyonet, or another Lyonet Marketer and/or (ii) that was committed in connection with the performance of his activities governed by this Agreement, (iii) that is connected factually to his activities under this Agreement (e.g. property crimes such as fraud), or (iv) that is of such a serious nature that Lyonet can no longer rule out a loss of trust or impending threat to its reputation.
- (j) A Lyonet Marketer has failed to fulfil a contractual payment obligation either in full or in part on two or more occasions.
- (k) A Lyonet Marketer's financial situation worsens to such an extent that his ongoing ability to fulfil his payment obligations is called into doubt on the basis of concrete evidence.
- (l) 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.

As a general rule, prior to termination of the Agreement for good cause due to a contractual violation, Lyonet will give notice requiring remedial action. However, if the violation is so severe Lyonet may dispense with such notice.

14.4 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.

14.5 Any participation in the Cashback World Programme shall remain unaffected by the termination of this Lyonet Agreement.

15. Effects of the termination

Upon Termination:

15.1 A Lyonet Marketer will be entitled to receive *Marketing Bonus*, if any, arising from *Purchases* already made before the Agreement was terminated. This will be paid as provided under Clause 8 of this Agreement.

15.2 A Lyonet Marketer will have no right to receive *Marketing Bonus* on any future *Purchases*. To the maximum extent permitted by law, all further claims on the part of the Lyonet Marketer against Lyonet will be excluded.

16. Limitation of liability

16.1 The liability of Lyonet and its personnel under this Agreement is limited to those damages caused by their gross negligence or intentional violation of contractual obligations.

16.2 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.

16.3 Notwithstanding anything contained in this Agreement, Lyonet's aggregate liability for any claims arising out of this Agreement, will be a maximum of INR 1,00,000 (Indian Rupees One Lakh only).

17. Changes & Amendments

- 17.1 A Lyconet Marketer is obligated to inform Lyconet immediately in writing of any changes with regard to his *Personal Data*. In addition, a Lyconet Marketer is obligated to inform Lyconet immediately of any payment problems, in particular of any imminent insolvency. Any information, statements or notices sent by Lyconet by mail/email to the last known address in Lyconet's records will be deemed to have been duly received by a Lyconet Marketer.
- 17.2 Lyconet may enter into additional agreements, in writing, with a Lyconet Marketer.
- 17.3 Lyconet reserves the right to amend the contractual relationship between the *Parties*. Notice of such amendment will be sent as per Clause 19.8. Upon receipt of notice a Lyconet Marketer will be deemed to have accepted the amendment. In the event of non-acceptance, a Lyconet Marketer has a period of 30 (thirty) days within which to terminate this Agreement.

18. Governing law and jurisdiction

- 18.1 This Agreement will be construed in accordance with the laws of the Republic of India. Both *Parties* hereby submit themselves to the exclusive jurisdiction of the Courts at New Delhi.
- 18.2 In the event that any dispute arises amongst the *Parties* in relation to this Agreement, the *Parties* will in the first instance attempt to resolve such dispute between them.
- 18.3 If the dispute has not been resolved through consultations within 30 (thirty) days after one *Party* has served written notice on the other *Party* requesting the commencement of such discussions, a *Party* may in writing refer the dispute to be settled finally by arbitration in accordance with this Clause 18.
- 18.4 The dispute will be settled finally in accordance with provisions of the Arbitration and Conciliation Act, 1996 by a sole arbitrator who will be appointed by Lyconet. The arbitration proceedings will be conducted in English language and the venue of the Arbitration will be Lyconet's registered office in New Delhi. The arbitration award will be final and binding upon the *Parties*.
- 18.5 This Clause 18 will survive any termination of this Agreement.

19. General conditions

- 19.1 A Lyconet Marketer will not be authorised to assign this Agreement or the rights and obligations arising therefrom to *Third-Parties*, without the prior written consent of Lyconet. In the event of the death of a Lyconet Marketer, all existing contractual relationships between him and Lyconet will be novated on to his heirs, subject to the legal heirs' consent, in accordance with the applicable laws of succession in India. The Lyconet Marketer will not have the right to encumber any existing rights with a lien or to use any rights arising from this Agreement as collateral without the prior written consent of Lyconet.
- 19.2 To the maximum extent permitted by law, a Lyconet Marketer may not set off any of his claims that Lyconet has against him with any benefits/monies he may receive under this Agreement.
- 19.3 A Lyconet Marketer is responsible for all charges, fees, taxes etc. accrued by him as a result of receiving *Marketing Bonus* under this Agreement. Further, if any income tax or withholding tax is determined to be deducted and deposited on any payments to a Lyconet Marketer, Lyconet will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority.
- 19.4 A Lyconet Marketer agrees to defend, indemnify and hold Lyconet harmless from and against any claims of *Third-Parties* that would not have arisen but for any act or omission by him or breach of any term of this Agreement or arising due to any negligent advice/ misrepresentation given by the Lyconet Marketer with respect to Lyconet or the Cashback World Programme.
- 19.5 Should any provisions of this Agreement be wholly or partly declared ineffective or void by a court of competent jurisdiction, such provision(s) will be severed from this Agreement and the remaining provisions will remain effective and binding upon both *Parties*.
- 19.6 A Lyconet Marketer hereby declares that he/she is entering into this Agreement voluntarily and has not acted in reliance of any representations of Lyconet or any other persons. A Lyconet Marketer hereby declares that he has read and understood fully this Agreement.
- 19.7 Unless the context of the Agreement otherwise requires: (a) any reference to any statute or statutory provision shall include, unless otherwise stated, a reference to: (i) that statutory provision as modified or re-enacted or both, from time to time and (ii) any subordinate legislation made under that statutory provision; (b) the singular includes the plural and vice versa and words; (c) headings and captions are used for convenience only and shall not affect the interpretation of the Agreement. Reference to a particular gender in this Agreement includes reference to all genders as well as legal entities/persons.
- 19.8 Any notice under this Agreement must be in writing in English and will be delivered or sent by post or email to the *Party* required to receive the notice, at its address as set out below:
- (a) if to Lyconet: A-288, 1st Floor, Defence Colony, New Delhi 110024 or email at india@lyconet.com;
 - (b) if to a Lyconet Marketer: to the address/ email address given by the Lyconet Marketer at the time of registration in the Cashback World Programme or his last known postal or email address.

Appendix 1

Glossary of defined terms

“Commencement Date” is the date on which a Lyonet Marketer duly executes this Agreement.

“Communication Material” means the advertising and information material such as documents, catalogues, presentations etc., made available to a Lyonet Marketer at www.lyconet.com.

“Marketing Bonus” is a benefit, received by a Lyonet Marketer for a *Purchase* made by a *Member* (directly or indirectly recommended by him), equivalent to up to 1% of the value of such *Purchase*. *Marketing Bonus* is payable to a maximum of two generations of Lyonet Marketers.

“Loyalty Merchant” is a legal entity with which *myWorld* has entered into a contract for the purpose of creating a *Benefit* for a *Member* when he makes a *Purchase* of goods and/or services from such a *Loyalty Merchant*.

“Lyonet Website” is www.lyconet.com and/or www.lyconet.com.

“Member” is a natural or juristic person who agrees to participate in the Cashback World Programme and has entered into an agreement with *myWorld* in accordance with the applicable *GTCs*, and remains as such until the membership is terminated.

“Member Benefit/Benefit” is the benefit that a *Member* receives or is eligible to receive by making a *Purchase*. *Member Benefits* comprise *Cashback* and *Shopping Points*, if applicable.

“myWorld” means mWI myWorld India Private Limited (including its parents, subsidiaries, sister companies and affiliates) a company registered under Companies Act 2013, bearing Company Incorporation Number (CIN): U74999DL2018FTC331999 and having its registered office at A288, 2nd Floor, Defence Colony, New Delhi-110024, India. *myWorld* operates a shopping programme that enables participants (“*Members*”) to receive *Member Benefits* by making *Purchases* from *Loyalty Merchants* as part of the Cashback World Programme.

“Parties”: Lyonet and the Lyonet Marketer, whose name appears on the online registration form, are collectively referred to as “Parties” and individually referred to as “Party”.

“Personal Data” means data that Lyonet collects by virtue of execution of this Agreement and includes: full name, gender, date of birth, date of incorporation/formation, Permanent Account Number, Corporate Identity Number/ LLP Identity Number/ Registration Number, Registrations under Service Tax/VAT/CST/GST, as and when applicable, bank details, contact details (postal address and phone number(s)), email address etc.

“Purchase” is the acquisition of goods or services from a *Loyalty Merchant* by a *Member*, either through its online or offline shop, that is not cancelled and is recorded in the Cashback World Programme.

“Registration Flyer” is the document that has to be completed, signed, and sent to *myWorld* in the case of an offline registration, in order to submit a binding offer to *myWorld* to establish a membership.

“Shopping Points” are a *Member Benefit* whose redemption value is determined by the discount granted by a *Loyalty Merchant*. *Shopping Points* have no fixed monetary value.

“Third-Party” means any other party other than Lyonet and the Lyonet Marketer who is a party to this Agreement.