

LYCONET MARKETING AGREEMENT

for Independent Lyonet Marketers

Version: November 2021

Preamble

Lyonet Marketing Agency Limited with registered office at 3rd Floor, 40 Bank Street, London E14 5NR, United Kingdom, operates worldwide together with its subsidiary companies a Marketing Agency ("**Marketing Agency**").

Lyonet Marketing Agency Limited is a cooperation partner of myWorld International Limited with registered office at 3rd Floor, 40 Bank Street, London E14 5NR, United Kingdom. An essential part of this cooperation is the recommendation of new Members and/or Loyalty Merchants as well as the related mediation of sales for the Benefit Program of myWorld International Limited.

The Benefit Program is a program operated by myWorld International Limited with its subsidiary companies and cooperation partners, which enables participating customers ("**Members**") to purchase goods, services, travel, etc. from the myWorld Group and/or Loyalty Merchants to receive benefits.

In the United States, Lyonet America Inc. with registered office at 11110 W. Oakland Park Boulevard, Suite 275, Sunrise, FL 33351, and with company registration number 7283093, ("**Lyonet**") is the contractual partner of Lyonet Marketers ("**Marketers**").

The main contractual basis between Lyonet and the Marketer is the Lyonet Marketing Agreement, which enables self-employed, commercially active entrepreneurs to distribute or mediate goods, services, travel, etc. from the myWorld Group and/or Loyalty Merchants. Having entered into the Lyonet Marketing Agreement, one becomes an independent, self-employed, commercially active Marketer.

1. Object of the Agreement

1.1 In accordance with the Lyonet Marketing Agreement, the Marketer is entitled to distribute or mediate goods, services, travel, etc. from the myWorld Group and/or Loyalty Merchants. That includes:

- (a) mediation of sales from purchase of goods, services, travel, etc. within the Benefit Program of myWorld Group,
- (b) recommendation of new Members (free membership) and support of existing Members within the Benefit Program of the myWorld Group,
- (c) recommendation of new Loyalty Merchants and support of existing Loyalty Merchants within the Benefit Program of the myWorld Group and,
- (d) recommendation of new Marketers (free conclusion of the Lyonet Marketing Agreement) and support of existing Marketers of the Marketing Agency.

The Marketer is not obligated to refer Members, Loyalty Merchants or Marketers at any time.

1.2 The Marketer is entitled to recommend Loyalty Merchants that sell goods, services, travel, etc. exclusively to consumers and which:

- (a) do not have more than 100 employees (full time equivalent),
- (b) annual sales do not exceed \$15 million USD,
- (c) do not have more than 10 branches and do not have a branch structure in other countries,
- (d) are not a franchise business.

Individual Loyalty Merchants that do not meet these requirements can also be considered as a Loyalty Merchant, provided that myWorld International Limited together with its subsidiary companies and cooperation partners declares this in writing on a case-by-case basis. The recommendation and support of Loyalty Merchants that do not qualify as Loyalty Merchants within the meaning of this Clause 1.2 are not covered by the Lyonet Marketing 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 return for the marketing and mediation of goods, services, travel, etc., the Marketer shall receive compensation according to the Lyonet Compensation Plan in **Annex 1** to this Lyonet Marketing Agreement (see also Clause 8).

2. Contractual Basis

The Lyonet Marketing Agreement, including all attachments, is the sole contractual basis for the Marketer.

3. Legal Relationship

3.1 Lyonet grants the Marketer a non-exclusive right to act as a self-employed and commercially active Marketer according to the Lyonet Marketing Agreement. The Marketer shall not be subject to any geographical restrictions with regard to the performance of his/her activities, but shall always be responsible for ensuring that he/she fulfils the legal requirements applicable in in each country in which he/she operates; 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 concluded 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 is not bound in particular to instructions from Lyonet.

- 3.3 Within the framework of the business transactions, the Marketer is expressly prohibited from creating the impression that he/she is an employee or works for Lyonet or is affiliated therewith in any manner whatsoever.
- 3.4 The Marketer is prohibited from acting or operating as a legal representative of Lyonet. In particular, he/she is not authorized to sign any agreements or contracts or receive services on behalf of Lyonet. The Marketer is also prohibited from representing other affiliates of the Lyonet or myWorld Group, their cooperation partners and Loyalty Merchants. A violation of this Clause shall authorize Lyonet to terminate the Lyonet Marketing Agreement for good cause pursuant to Clause 12.2.
- 3.5 Only one registration (i.e. one ID number) is permitted for each Marketer, whether a 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 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, the ID numbers last registered shall be deleted. Benefits under the Lyonet Compensation Plan, which have arisen only through a multiple registration, will lapse.

4. Requirements for Business Activities and the Right to Compensation

- 4.1 In order to execute and be a party to the Lyonet Marketing Agreement, individual persons are required to have reached the age of majority in the state in which he resides.
- 4.2 The Marketer must independently ensure that his/her business is duly registered or licensed (where required). The Marketer is responsible for the proper payment of all taxes and levies and shall indemnify and hold Lyonet, the myWorld Group, its cooperation partners and Loyalty Merchants harmless in the event of any third party claims. **THE MARKETER UNDERSTANDS THAT HE/SHE SHALL NOT BE TREATED AS AN EMPLOYEE OF LYONET FOR FEDERAL OR STATE TAX PURPOSES.** Lyonet is not responsible for withholding, and shall not withhold or deduct from the Marketer's compensation, if any, FICA, or taxes of any kind.

5. Rights and Obligations of the Marketer

- 5.1 The Marketer shall be entitled to seek help from third parties (eg. assistance) to provide organizational support for his activities. The Marketer must ensure that the obligations under this Agreement are also met by these third parties.
- 5.2 The Marketer is obligated to make only statements regarding Lyonet, a company affiliated with Lyonet, the myWorld Group, its cooperation partners and Loyalty Merchants which conform to the information contained in the official Lyonet documents.
- 5.3 This Agreement incorporates by reference the Income Disclosure Statement (https://doc.mwscdn.io/download/public/agreements/lyconet/us/us_lyconet_income_disclosure_statement.pdf).
- 5.4 As soon as the Marketer receives information regarding a possible violation against the provisions of the Lyonet Marketing Agreement by another Marketer, he/she must inform Lyonet immediately.
- 5.5 If the Marketer intends to organize a paid event or offer other chargeable services of third parties in connection with the Benefit Program or the Marketing Agency, he/she must first obtain the express written consent of Lyonet (text or email message is sufficient).

6. Communication Materials

- 6.1 Lyonet shall make the advertising and information material (documents, catalogues, presentations, etc.) (hereinafter: "**Communication Materials**") required by the Marketer to perform his/her activities under this Lyonet Marketing Agreement available to the Marketer for downloading free of charge at www.lyconet.com (log-in section).
- 6.2 The Marketer may use only the current version of the Communication Materials authorized by Lyonet and provided at www.lyconet.com. Before using the Communication Material, the Marketer must check whether it reflects the current version. The use of unauthorized Communication Materials by the Marketer shall entitle Lyonet to terminate without notice the Lyonet Marketing Agreement for good cause pursuant to Clause 12.2.
- 6.3 In the event of termination of the Lyonet Marketing Agreement, the Marketer must destroy any Communication Materials in his/her possession and confirm the destruction of same in writing to Lyonet.
- 6.4 Publications and ads, as well as the use of registered trademarks of Lyonet or companies affiliated with Lyonet, the myWorld Group, their cooperation partners and Loyalty Merchants, such as company logos and the trademarks of Lyonet, myWorld, Child & Family Foundation, Greenfinity Foundation, etc., are only permitted within the framework of the authorized Communication Material. This also applies for its use via internet, social media or other electronic media.
- 6.5 The Marketer shall indemnify Lyonet, companies affiliated with Lyonet, the myWorld Group, their cooperation partners and Loyalty Merchants from claims of third parties that they assert against Lyonet, companies affiliated with Lyonet, the myWorld Group, their cooperation partners and Loyalty Merchants due to a violation of their commercial property rights by the Marketer.

7. Change or Assignment of a Referrer

- 7.1 Marketers without a Referrer have the right to be assigned a Referrer at any time if the Referrer gives his explicit consent.

7.2 Marketers with a Referrer can make a change of Referrer if the following requirements are met:

- The Marketer has had the same Referrer for the last 6 months.
- The Marketer was not in any Career Level according to the Lyonet Compensation Plan in **Annex 1** in the last 6 months.
- The new Referrer gives his explicit consent to the change.

7.3 As a result of the change of Referrer, the Marketer will lose his previously referred Members and Marketers. However, the change of Referrer has no further effects for these previously referred Members or Marketers themselves.

7.4 In the event of a termination of the Lyonet Marketing Agreement and a subsequent new registration within 6 months, the Marketer will automatically be assigned to the Referrer the Marketer had at the moment of termination.

8. Compensation

8.1 The Marketer shall be compensated for marketing or mediation of goods, services, travel, etc. according to the Lyonet Compensation Plan in **Annex 1**. The Marketer shall not be entitled to any compensation or reimbursement for expenses incurred in the performance of his activity (especially the reimbursement of travel costs and expenses, material or personnel costs).

8.2 All compensation shall be calculated monthly, according to the Lyonet Compensation Plan in **Annex 1**. Lyonet provides all relevant information for the compensation to the Lyonet Compensation Plan in **Annex 1** to the Marketer statements available in the login area at www.lyconet.com.

8.3 The Marketer must review this statement immediately and make any objections in writing to Lyonet on the www.lyconet.com website and in the form specified by Lyonet no later than one (1) week after receipt of the statement. The failure to raise any objections to the statement within this time shall waive any and all claims by the Marketer. Violation of this obligation by the Marketer may entitle Lyonet to a claim for damages.

8.4 Entitlement to initial payment of the compensation arises when the Marketer has 5 direct active Members according to the Lyonet Compensation Plan in **Annex 1**. A minimum amount according to the Lyonet Compensation Plan in **Annex 1** must be reached for the transfer to the Marketer's bank account to take place.

9. Confidentiality

9.1 The Marketer shall maintain all business and trade secrets of Lyonet that have been entrusted or disclosed to him/her by Lyonet as such during his/her activities confidential, even after termination of the Lyonet Marketing Agreement.

9.2 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 the Lyonet Marketing Agreement.

9.3 The Marketer shall also impose these secrecy and confidentiality obligations on third parties according to Clause 5.1.

10. Data protection

10.1 To the extent that it is required for the proper implementation of the provisions of the Lyonet Marketing Agreement, in particular the calculation of compensation according to the Lyonet Compensation Plan in **Annex 1**, Lyonet, being responsible for data protection, collects, stores and processes personal or company data as well as data on activities of the Marketers.

10.2 All requests for information, changes, and deletion of data may be directed to Lyonet America Inc., 11110 W. Oakland Park Boulevard, Suite 275, Sunrise, FL 33351 or by e-mail to international@lyconet.com. Additional privacy provisions related to the use of the Lyonet website can be found in the Privacy Policy at www.lyconet.com.

10.3 Lyonet uses internationally recognized security technologies to protect Marketers' data against unauthorized access.

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

11. Non-Compete Agreement/Non-Solicitation Agreement

11.1 The Marketer will not, for any part of the duration of the Lyonet Marketing Agreement, directly or indirectly, or through any third parties, without the prior written consent of Lyonet, provide such services to a competitor providing services that are identical or like those of Lyonet or manage or participate in a competing company or otherwise support or advise it.

11.2 The activities of the Marketer for a competing company that existed at the time of the execution of the Lyonet Marketing Agreement that was disclosed in writing (electronic message) shall be excluded from the aforementioned non-competition provisions.

11.3 During the term of the Lyonet Marketing Agreement, the Marketer shall be prohibited from soliciting Members, or Loyalty Merchants, or Marketers or even attempting to do so.

11.4 If the foregoing provisions of this Clause are violated by the Marketer or third parties according to Clause 5.1, Lyonet will be entitled to demand the desistance from the relevant acts. This shall not affect the right of Lyonet to pursue injunctive relief or terminate the Lyonet Marketing Agreement and to claim for any damage that has resulted or is resulting.

12. Term and Termination of this Lyonet Marketing Agreement

12.1 The Lyonet Marketing Agreement is concluded for an indefinite term and may be terminated by both parties subject to a 30-day period of notice.

12.2 Both parties shall have the right to terminate the Lyonet Marketing Agreement without notice at any time for a good cause. A good cause for termination on the part of Lyonet shall constitute any of the following, but not limited to:

- (a) The Marketer knowingly provides false information in connection with the acceptance of the Lyonet Marketing Agreement;
- (b) The Marketer uses unauthorized Communication Material in violation of Clause 6.2
- (c) The Marketer uses registered trademarks belonging to Lyonet or affiliated companies in violation of Clause 6.4;
- (d) The Marketer violates the competition or non-solicitation provisions of Clause 11 or violates the confidentiality provisions of Clause 9.
- (e) The Marketer repeatedly provides incorrect or inaccurate information about the Benefit Program or Lyonet. An indication of incorrect or inaccurate information occurs when an above-average number of contracts mediated by the Marketer (including Members, Marketers, or Loyalty Merchants) are contested, cancelled, or terminated at the earliest possible date.
- (f) The Marketer operates a commercial resale of vouchers of myWorld Group or its Loyalty Merchants.
- (g) The Marketer holds a paid event or offers services in connection with the Benefit Program or Lyonet to third parties for a fee without the written consent of Lyonet;
- (h) The Marketer has been convicted of an intentional/non-intentional criminal act (i) committed to the detriment of Lyonet or a company affiliated with Lyonet and/or (ii) in connection with the conduct of his/her activities under this Lyonet Marketing Agreement; (iii) have a material connection to the activities of the Marketer under the Lyonet Marketing Agreement (e.g. offenses such as 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 damage to its reputation.
- (i) The Marketer is repeatedly in arrears with the payment of a contractual debt payment.
- (j) The financial situation of the Marketer deteriorates so significantly that the sustainable solvency of the Marketer is questionable.
- (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.

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 the Lyonet Marketing Agreement for that very reason.

12.3 Every declaration of termination must be in writing. Compliance with the deadline shall be determined by the date of receipt of the letter of termination.

12.4 Any participation in the Benefit Program shall not be affected by the termination of the Lyonet Marketing Agreement.

13. Effects of Termination

13.1 The Marketer shall 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 in **Annex 1** 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.

13.2 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.

14. Liability

14.1 Lyonet is liable for damages resulting from injury to life, limb, or health that are based on a wilful or negligent breach of duty by Lyonet. Lyonet is also fully liable for other damages that are based on an intentional or grossly negligent breach of duty by Lyonet.

14.2 For damages due to simple negligent infringement of such obligations as are fundamental for the proper and regular performance of the contract and on the fulfilment of which the Marketer may accordingly rely and does rely (primary obligations), Lyonet is only partially liable for typical and foreseeable damage.

14.3 Other claims for damages are excluded, subject to clause 14.5. This applies if Lyonet is not at fault.

14.4 If the liability of Lyonet is limited or excluded, the limitations or exclusions also apply to the personal liability of the employees, legal representatives, and vicarious agents of Lyonet.

14.5 The limitations of liability and disclaimers set out in this clause will not affect the liability of Lyonet under the mandatory statutory provisions of the Product Liability Act, the fraudulent concealment of a defect or the issue of a guarantee for the quality of an object.

15. Changes

- 15.1 The Marketer shall 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 shall 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 mail to the last known address shall nevertheless be deemed to have been received by the Marketer.
- 15.2 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.
- 15.3 Lyconet may modify this Lyconet Marketing Agreement and other contractual agreements between the Marketer and Lyconet by providing written notice of such modifications to the Marketer and any such modification will be deemed to have been accepted by the Marketer if the Marketer does not object to their coming into force within 30 days of receipt of the written notification of change.

16. Governing Law and Place of Jurisdiction

- 16.1 This Agreement is subject to and shall be construed by the laws of the State of Florida.
- 16.2 The venue and jurisdiction for all disputes arising from or in connection with this Agreement shall be the state or federal district court located in Fort Lauderdale, Florida.
- 16.3 Unless the proceedings are preceded by an official arbitration procedure, the parties shall be obliged to conduct settlement negotiations at the registered office of Lyconet America Inc., 11110 W. Oakland Park Boulevard, Suite 275, Sunrise, FL 33351 before initiating any possible legal proceedings.

17. General Provisions

- 17.1 The Marketer shall not be entitled to assign the Lyconet Marketing Agreement or the rights and obligations established between the parties based on the Lyconet Marketing 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 shall pass to his/her heirs under the applicable law of testamentary transfer or inheritance. Furthermore, the Marketer shall not be entitled to encumber any existing rights with a lien without the prior written consent of Lyconet.
- 17.2 The transfer of identification number (ID number) to third parties (e.g. due to a sale of the ID number) can in principle only take place with the written consent of Lyconet and the simultaneous transfer of all existing contractual relationships between the Marketer and the Lyconet group to third parties. If the Marketer dies, the contractual relationships (including his ID) existing between him and the Lyconet group shall pass to his heirs in accordance with the applicable inheritance law.
- 17.3 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.
- 17.4 Should any provision of the Lyconet Marketing Agreement be or become totally or partially invalid, this shall not affect the validity or practicability of the remaining provisions.