

# LYCONET MARKETING AGREEMENT

## for Independent Lyonet Marketers

Version: November 2021

### Preamble

Lyonet Marketing Agency Limited with registered office at 3<sup>rd</sup> 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 3<sup>rd</sup> 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, travels, etc. from the myWorld Group and / or Loyalty Merchants to receive benefits.

In Canada, Lyonet Canada Inc., with registered office at B6 - 130 Hollidge Blvd, Unit 305, Aurora, Ontario, L4G 3Z9 Canada and with Company Registration number 1122295-3 ("**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, travels, 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, travels, 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 myWorld Group,
  - (c) recommendation of new Loyalty Merchants and support of existing Loyalty Merchants within the Benefit Program of 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 obliged to recommend Members, Loyalty Merchants or Marketers at any time.

- 1.2 The Marketer is entitled to recommend Loyalty Merchants that sell goods or services, travel, etc. exclusively to consumers and which
- (a) do not have more than 100 employees (full time equivalent),
  - (b) do not have an annual turnover of more than CAD\$15 million
  - (c) do not have more than 10 branches and do not have a transnational branch structure, or
  - (d) are not franchises

Individual Loyalty Merchants that do not meet these requirements can also be regarded as Loyalty Merchants provided that myWorld International Limited together with its subsidiary companies and cooperation partners declares so in writing. The recommendation and support of Loyalty Merchants that do not qualify as Loyalty Merchants within the meaning of clause 1.2 does not form a part of the Lyonet Marketing Agreement. In particular, the Marketer is prohibited from conducting initial talks or negotiations with such companies or from pursuing any other advertising activity to gain them.

- 1.3 In consideration for for the marketing and mediation of goods, services, travel, etc., the Marketer receives remuneration in accordance with the Lyonet Compensation Plan in **Annex 1** to the Lyonet Marketing Agreement (see also clause 8).

### 2. Object of the contract

The Lyonet Marketing Agreement including all attachments is the sole contractual basis for the Marketer. **Legal relationship**

### 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 regional restrictions with regard to the performance of his or her activities, but shall always be responsible for ensuring that he or she complies with all applicable laws in the respective Country; the Marketer shall indemnify and hold Lyonet harmless in the event of any damages, costs, expenses, fines, liabilities and other losses arising from third party claims relating to his or her failure to comply with the requirements of this Clause 3.1.

- 3.2 The Marketer acts in the context of commercial activity as an independent entrepreneur. No form of employment, service, joint venture, partnership, agency or other similar relationship of any kind whatsoever is established between Lyonet Canada Inc. and the Marketer. The Marketer shall provide his or her contractual services solely as an autonomous and self-employed activity, legally independent of Lyonet and not subject to the direction or control of Lyonet.
- 3.3 The Marketer is expressly prohibited from giving the impression during business or related dealings that he or she is an employee or agent of Lyonet Canada Inc., or of any of their respective affiliates.
- 3.4 The Marketer is not authorised to conclude contracts or receive services on behalf of Lyonet. The Marketer is also prohibited from representing another group company of the Lyonet or myWorld Group. Any breach of this Clause 3.4 shall entitle Lyonet to terminate this Lyonet Marketing Agreement without notice in accordance with 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 achieve unjustified advantages according to the Lyonet Compensation Plan in **Annex 1** entitle Lyonet to terminate the contractual relationship for good cause and to withdraw the advantages obtained in this way. In the case of multiple registrations, the last registered ID numbers will be deleted. Advantages according to the Lyonet Compensation Plan in **Annex 1**, which only resulted through multiple registrations, will be forfeited.

#### **4. Requirements for the activity and the entitlement to compensation**

- 4.1 Only individuals who have reached the age of majority in the province or territory in which they reside may enter into this Lyonet Marketing Agreement.
- 4.2 As a condition for the entitlement to claim compensation, the Marketer must ensure that his or her business is duly registered and that he or she has the necessary regulatory approvals to carry on his or her business or practice his or her trade. He or she must ensure the proper payment of taxes and remittances and he or she shall indemnify and hold Lyonet, any company affiliated with Lyonet, the myWorld Group, its cooperation partners and Loyalty Merchants harmless in the event of any damages, costs, expenses, fines, liabilities and other losses arising from any third-party claims relating to his or her failure to comply with the requirements of this Clause..

#### **5. Rights and obligations of the Marketer**

- 5.1 The Marketer will be entitled to use third parties (e.g. assistance) to provide organisational support for his or her activities. The Marketer must ensure that the obligations of this Agreement are also met by such third parties..
- 5.2 The Marketer may not make any representation or other statements relating to Lyonet, a company affiliated with Lyonet, the Lyonet business model, and/or Lyonet's distribution and marketing practices unless these have been previously approved in writing by Lyonet or are otherwise included in Lyonet's official documentation.
- 5.3 This Agreement incorporates by reference the Income Disclosure Statement ([https://doc.mwscdn.io/download/public/agreements/lyconet/ca/ca-en\\_lyconet\\_income\\_disclosure\\_statement.pdf](https://doc.mwscdn.io/download/public/agreements/lyconet/ca/ca-en_lyconet_income_disclosure_statement.pdf)).
- 5.4 The Marketer must forthwith notify Lyonet of any possible violation of the provisions of this Lyonet Marketing Agreement by another Marketer of which he or she becomes aware.
- 5.5 If the Marketer intends to hold events for a charge or otherwise offer services in connection with the Benefit Program or the Marketing Agency to third parties for a fee, he or she must first obtain Lyonet's written consent, which consent may be arbitrarily withheld.

#### **6. Communication materials**

- 6.1 Lyonet shall make available to the Marketer for downloading at [www.lyconet.com](http://www.lyconet.com) (log-in section) the advertising and information material (documents, catalogues, presentations, etc.) (hereinafter: "**Communication Material**") required by the Marketer to perform his or her activity under this Lyonet Marketing Agreement.
- 6.2 The Marketer may only use the most current version of the Communication Material available at [www.lyconet.com](http://www.lyconet.com). Before using any Communication Material, the Marketer must confirm that it constitutes the most current version thereof. The improper distribution and use of unauthorised Communication Material by the Marketer will entitle Lyonet to terminate this Lyonet Marketing Agreement immediately without notice pursuant to Clause 12.2.
- 6.3 In the event of termination of the Lyonet Marketing Agreement, the Marketer shall immediately destroy all Communication Material in his or her possession and confirm the destruction in writing to Lyonet, if requested to do so by Lyonet.
- 6.4 Publications and advertisements as well as the use of trademarks of Lyonet or companies affiliated with Lyonet, the myWorld Group, their cooperation partners and Loyalty Merchants, such as the company logo 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 Lyconet, companies affiliated with Lyconet, the myWorld group, their cooperation partners and Loyalty Merchants from all damages, costs, expenses, fines, liabilities and other losses arising from any claims by third parties against Lyconet in connection with any violation of their intellectual 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 give his explicit consent.

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

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

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

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

## 8. Compensation

8.1 The Marketer will be compensated for marketing or mediation of goods, services, travel, etc. according to the Lyconet Compensation Plan in **Annex 1**. The Marketer will not be entitled to obtain from Lyconet any reimbursement for expenses incurred in the performance of his or her activity including, without limitation, any costs and expenses relating to travel, accommodations, material or personnel.

8.2 Compensation will be calculated monthly in accordance with the Lyconet Compensation Plan in **Annex 1**. Lyconet provides all relevant information for the remuneration to the Lyconet Compensation Plan in **Annex 1** to the Marketer via the log-in area at [www.lyconet.com](http://www.lyconet.com).

8.3 The Marketer must review this compensation information immediately. In the event of any mistake, the Marketer must notify Lyconet in writing of same through the [www.lyconet.com](http://www.lyconet.com) website using the form specified by Lyconet and must do so no later than one week after receipt of the statement.

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

## 9. Secrecy and confidentiality

9.1 The Marketer shall maintain the confidentiality of all Lyconet confidential and proprietary information that has been entrusted or disclosed to him or her or that has otherwise come to be known by him in conjunction with the subject matter of the Lyconet Marketing Agreement (collectively, "**Lyconet Confidential Information**"). This obligation will survive termination of the Lyconet Marketing Agreement for whatever reason.

9.2 The Marketer must return to Lyconet any documents or materials that include, list, summarize or analyse any Lyconet Confidential Information when they are no longer required for the Marketer to perform his or her activity under the Lyconet Marketing Agreement, but no later than upon termination of the Lyconet Marketing Agreement.

9.3 The Marketer may disclose Lyconet Confidential Information to any third party that he or she retains to assist him or her in terms of the performance of his or her activity under the Lyconet Marketing Agreement, provided that such third party first agrees in writing to be bound by confidentiality obligations at least as restrictive as those contained in the Lyconet Marketing Agreement.

## 10. Data protection

10.1. To the extent that it is required to implement the Lyconet Marketing Agreement including, without limitation, calculating the compensation according to the Lyconet Compensation Plan in **Annex 1**, Lyconet Canada Inc. collects, stores, retains, processes and handles personal information, business data as well as data on activities of the Marketer.

10.2. All requests for information, changes, and deletion of personal information may be directed to Lyconet' privacy officer at B6 - 130 Hollidge Blvd, Unit 305, Aurora, Ontario, L4G 3Z9 Canada or by e-mail to [international@lyconet.com](mailto: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](http://www.lyconet.com).

10.3. Lyconet uses internationally recognised security technologies to protect Marketers' data against unauthorised access.

10.4. The Marketer may not use additional Lyconet systems or Lyconet services to process personal information without Lyconet' prior written consent, which consent may be arbitrarily withheld. In the event such consent is granted, such consent will be subject to the parties concluding a separate data processing agreement in regard to the foregoing.

## **11. Non-competition/non-solicitation agreement**

- 11.1 The Marketer will not, while the Lyonet Marketing Agreement is in effect, directly or indirectly, or through any third parties, without the prior written consent of Lyonet, provide services, assistance (financial or otherwise), counsel or support to a direct Lyonet competitor or otherwise invest in any Lyonet competitor.
- 11.2 The activities of the Marketer in regard to competitors already existing at the time of conclusion of the Lyonet Marketing Agreement and disclosed to Lyonet in writing prior to the conclusion of this Lyonet Marketing Agreement will be excluded from the aforementioned non-competition covenant.
- 11.3 During the term of the Lyonet Marketing Agreement, the Marketer shall also refrain from soliciting or attempting to solicit Marketers, Members, or Loyalty Merchants or attempt to do so.
- 11.4 In the event of a breach of this clause by the Marketer or his or her employees, agents and/or representatives, Lyonet may forthwith terminate the Lyonet Marketing Agreement without notice.

## **12. Term and termination of the Lyonet Marketing Agreement**

- 12.1 The Lyonet Marketing Agreement commences upon acceptance of the Marketer's application to the Marketing Agency and will continue until terminated by either party as provided under this Agreement. Each party may terminate this Lyonet Marketing Agreement upon 30 days' prior written notice.
- 12.2 Lyonet may terminate the Lyonet Marketing Agreement at any time without notice and with immediate effect in each of the following circumstances:
  - (a) The Marketer deliberately makes false statements to Lyonet when concluding the Lyonet Marketing Agreement.
  - (b) The Marketer violates Clause 6.2 (Communication Material).
  - (c) The Marketer violates Clause 6.4 (Trademarks).
  - (d) The Marketer violates Clause 11 (non-competition/non-solicitation) or violates Clause 9 (confidentiality).
  - (e) The Marketer repeatedly provides wrong information to Members, Marketers or prospective Members or Marketers about the Benefit Program or Lyonet. The foregoing will be presumed in the event an above-average number of contracts facilitated by the Marketer (including Members, Marketers, or Loyalty Merchants) is contested, cancelled, or terminated at the earliest possible date other than by Lyonet.
  - (f) The Marketer resells Vouchers of myWorld Group or its Loyalty Merchants.
  - (g) The Marketer holds events and charges fees or other amounts in regard to the foregoing or the Marketer offers services in connection with the Benefit Program or Lyonet to third parties for a fee without the prior written consent of Lyonet.
  - (h) The Marketer has been convicted of any 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 or her sales activities under the Lyonet Marketing Agreement; (iii) which has a material connection with the activity of the Marketer under the Lyonet Marketing Agreement (e.g. property crimes 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 relationship of trust or a threat of loss of reputation by Lyonet.
  - (i) The Marketer is repeatedly in arrears in terms of the satisfaction in full of any payment obligation.
  - (j) Lyonet has reasonable grounds to believe that the Marketer is insolvent or will imminently become insolvent.
  - (k) The Marketer through its conduct causes significant damage to the economic interests or the reputation of Lyonet or a Loyalty Merchant.
- 12.3 Either party may forthwith terminate the Lyonet Marketing Agreement for any material breach of the Lyonet Marketing Agreement by the other party that has not been cured within 15 days' following delivery of written notice of such breach.
- 12.4 Every notice of termination must be in writing.
- 12.5 Any participation in the Benefit Program will remain unaffected by the termination of the Lyonet Marketing Agreement.

## **13. Effects of the termination**

- 13.1 The Marketer will retain the right to receive any compensation already paid out to him or her. In addition, the Marketer will be entitled to any compensation payments for which all applicable conditions under the Lyonet Compensation Plan in Annex 1 have already been satisfied at the time of termination. The Marketer shall not be entitled to any other form of compensation under the Lyonet Marketing Agreement following termination of the Lyonet Marketing Agreement.
- 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.

- 13.3 Any right of termination provided under the Lyonet Marketing Agreement is in addition to any other remedies available to Lyonet under this Agreement or otherwise at law.

#### **14. Liability**

- 14.1 The Marketing Agency is provided on an "as is" and "as available" basis. Except as provided in Clause 14.2, Lyonet will not be liable for any damages or losses relating to the Marketing Agency and any services, interactions, information, content and other subject matter relating thereto. Without limitation to the generality of the foregoing, Lyonet will not be liable for any direct, indirect, incidental, consequential, special or other damages suffered by the Marketer.
- 14.2 Clause 14.1 does not apply with respect to any personal injury or death that is caused by Lyonet's negligence.
- 14.3 The limitations and exclusions of liability specified in Clause 14.1 will not apply to the extent contrary with applicable laws in the jurisdiction where the Marketer resides or is domiciled. These limitations and exclusions of liability may therefore not fully apply with respect to all Marketer.
- 14.4 Lyonet will not be liable for any breach of the Lyonet Marketing Agreement or other damages or losses suffered by any Marketer to the extent the foregoing is attributable to circumstances beyond Lyonet's reasonable control including, without limitation, acts of God, labour disruptions, change in applicable laws, acts of war, terrorism, riots, real or apprehended insurrections, unavailability of any telecommunications facilities, unavailability of physical or human resources, and the like.

#### **15. Changes**

- 15.1 The Marketer undertakes to notify Lyonet in writing of any changes to his or her registration data or that is otherwise material to the contractual relationship without delay. This obligation relates in particular to changes in his address and bank details. If changes to the Marketer's business address are not disclosed immediately to Lyonet, statements that Lyonet sends by post to the last known address will be deemed to have been received by the Marketer.
- 15.2 Individual written agreements made by the Marketer and Lyonet (if any) will take precedence over the Lyonet Marketing Agreement in the event of any ambiguity or inconsistency. For clarity, there are no verbal or oral agreements between them. The parties' consent to the use of electronic documents, to the use of electronic signatures and to the electronic delivery of executed counterparts and other notices and communications in regard to the Lyonet Marketing Agreement.
- 15.3 Lyonet may modify the Lyonet Marketing Agreement and other contractual agreements between the Marketer and Lyonet 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. Applicable law and court of jurisdiction**

- 16.1 The Lyonet Marketing Agreement is governed by, and will be construed in accordance with, the laws of the Province of Ontario (excluding its body of law relating to conflict of laws) and the Federal laws of Canada that apply in the province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the subject matter of the Lyonet Marketing Agreement.
- 16.2 The courts of the Province of Ontario located in the City of Toronto, Ontario, Canada will have exclusive jurisdiction in regard to any dispute arising from or in connection with this Lyonet Marketing Agreement or the subject matter thereof.
- 16.3 The Marketer shall be obliged to conduct settlement negotiations at the registered office of Lyonet Canada Inc. at B6 - 130 Hollidge Blvd, Unit 305, Aurora, Ontario, L4G 3Z9 Canada before commencing any legal proceedings against Lyonet.

#### **17. General conditions**

- 17.1 The rights and remedies of the Marketer in relation with the Lyonet Marketing Agreement may not be assigned or encumbered by the Marketer without Lyonet's prior written consent. However, if the Marketer dies, the contractual relationships existing between him or her and Lyonet shall devolve on to his or her heirs in accordance with applicable laws.
- 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 Lyonet and the simultaneous transfer of all existing contractual relationships between the Marketer and the Lyonet group to third parties. If the Marketer dies, the contractual relationships (including his ID) existing between him and the Lyonet group shall pass to his heirs in accordance with the applicable inheritance law.
- 17.3 The Lyonet Marketing Agreement will be read with all changes of gender and number required by the context (for clarity, references to a gender include both genders as well as gender-neutral designations such as those that apply to legal persons. Words importing persons include individuals, partnerships, associations, trusts, joint ventures, unincorporated organisations and corporations.
- 17.4 The Marketer may not offset claims of Lyonet or otherwise set-off any sum against any amounts payable to Lyonet.

- 17.5 In the event any provision of this Lyconet Marketing Agreement is held by a court of law in any particular jurisdiction to be invalid or unenforceable, such provision will be deemed, in regard to such jurisdiction, to be struck from this Lyconet Marketing Agreement without affecting the validity of the remaining provisions.