

LYCONET AGREEMENT

for Independent Marketers

Version: March 2020

Preamble

Lyonet Marketing India Private Limited, a company registered under Companies Act 2013, bearing company registration number: U74140DL2015FTC280270 and having its registered office at DLF Prime Tower, Room No. 816, 8th Floor, Plot No. F 79-80, Okhla Industrial Area, Phase-1, New Delhi-110020, India (hereinafter referred to as '**Lyonet**'), operates a marketing programme hereinafter referred to as: '**Lyonet Marketing Programme**'.

An essential part of the Lyonet Marketing Programme is the Lyonet Agreement for Independent Marketers ("**Agreement**") between Lyonet and self-employed entrepreneurs / independent business entities, who wish to promote their own customer loyalty programme and/or any other products and services as defined by Lyonet. Upon execution of this Agreement with Lyonet, the participant becomes an independent Marketer (hereinafter: "**Marketer**").

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

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

In this Agreement, any term or condition that appears in italics has the meaning set out in Clause 20, 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.

1. Object of the Agreement

- 1.1 This Agreement is legally binding and sets out the rights and obligations of a Marketer whilst undertaking the activities of promotion of the Cashback World Programme and/or other products and services as defined by Lyonet from time to time.
- 1.2 Upon becoming a Marketer and whilst being a Marketer, a 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 Marketer to promote the Cashback World Programme and/or other products and services as defined by Lyonet from time to time.
- 1.3 Lyonet remunerates a Marketer in accordance with the Lyonet Earnings Plan (**Annex 1**) in its respective valid version. (See also clause 9).
- 1.4 In addition to the rights and obligations of the *Parties* under this Agreement, *Parties* shall have rights and obligations that are coextensive with the rights and obligations of the *Parties* under the Indian Contracts Act, 1872.

2. Contractual basis

- 2.1 Upon execution of this Agreement, as provided in Clause 2.2 below, the participant becomes an independent Marketer, free of charge. Lyonet does not require a Marketer to pay any entry, registration fee or participation fee under this Agreement.
- 2.2 The Agreement will be duly executed, as follows:
 - (a) Step 1: A participant, desirous of becoming a Marketer, must complete the online registration by filling out and submitting the online registration form;
 - (b) Step 2: A participant, desirous of becoming a 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 Upon satisfaction of the above-mentioned requirements, a prospect becomes an independent Marketer, free of charge.
- 2.4 For the avoidance of doubt, Lyonet reserves the right, at its sole and absolute discretion, to reject any application for registration as a Marketer.

- 2.5 Lyconet grants a cooling-off period to a *Marketer*, within which he can terminate this Agreement, should he have a change of mind ("Withdrawal Right"). This Withdrawal Right is available to a *Marketer* for a period of (30) thirty days ("Withdrawal Period"), from the *Commencement Date* of this Agreement. Should a *Marketer* exercise his Withdrawal Right and give a notice of termination to Lyconet:
- (a) all benefits, commissions etc. accruing under this Agreement as per the Lyconet Earnings Plan, until the date of termination, will be paid out to the *Marketer*;
 - (b) the *Marketer* may return to Lyconet any material that he had purchased from Lyconet. Lyconet will refund the full price paid for such material, less any reasonable handling charges;
 - (c) any services purchased by the *Marketer* from Lyconet will be cancelled and the *Marketer* will be entitled to a refund of any monies paid for such services, less any set-up cost incurred by Lyconet; and
 - (d) the *Marketer* will cease, immediately and without further notice, to be a *Marketer*.

- 2.6 The contract between the *Parties* comprises this Agreement and any amendments thereto, the Lyconet Earnings Plan and the Code of Ethics for Lyconet Marketers and any additional agreements (provided in Clause 17.2) together with other rules and guidelines, published and to be published by Lyconet 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 *Marketer* abiding strictly by the terms and conditions in this Agreement, Lyconet grants a *Marketer* a non-exclusive, revocable right to promote/advertise the Cashback World Programme and other products and services as defined by Lyconet from time to time. A *Marketer* hereby warrants that he will abide by all relevant laws while conducting any and all activities in connection with this Agreement and will indemnify and keep Lyconet 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 *Marketer* an officer, director, partner or shareholder of Lyconet. A *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 and / or other products and services as defined by Lyconet from time to time.
- 3.3 A *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 *Marketer* will bind Lyconet in any way. A *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 *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 *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 *Marketer*. For registration, a *Marketer* must enter a home or business address (registered office). If a *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 *Marketer* registers more than once, the most recent registration will be deleted, and any benefits and earnings will be revoked.

4. Requirements for the activity and the entitlement to remuneration

- 4.1 A *Marketer* is a participant, whose registration has not been blocked and the Lyconet Agreement has not been terminated.
- 4.2 A *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 *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 require a *Marketer* to provide any additional documentation, or reject any application/registration for a *Marketer* at any time without reason.

5. **Activities of a Marketer**

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

6. **Rights and obligations of a Marketer**

A. Lyonet

- 6.1 Lyonet provides a training and orientation programme to all Marketers, free of charge.
- 6.2 Lyonet maintains a register of Marketers.
- 6.3 Lyonet issues an identity card ("ID Card") to each Marketer.
- 6.4 Lyonet reserves the right to conduct a periodic audit in order to control the practices and methods employed by a Marketer and to monitor their quality.
- 6.5 Lyonet provides a mechanism for addressing and resolving any grievances and complaints arising out of the Lyonet Marketing Programme.

B. Marketer

- 6.6 A Marketer must comply at all times with all relevant laws and regulations, the terms and conditions in this Agreement, the Code of Ethics for Lyonet Marketers and any other rules and guidelines published to a Marketer from time to time by Lyonet. A Marketer warrants that he will indemnify and keep Lyonet harmless from any claims from *Third-Parties* because of his breach of any of them.
- 6.7 Each Marketer while providing services under this Agreement must at all times carry and present his ID Card and truthfully and clearly identify himself.
- 6.8 A Marketer may only make factual statements or representations regarding Lyonet and/or the products and services he is promoting that conform to the information contained in official documents and the *Communication Material*. A Marketer is hereby reminded that any factual statements made by him are made in his own capacity and not on behalf of Lyonet.
- 6.9 As soon as a Marketer receives information regarding a possible violation against the provisions of this Agreement by another Marketer or any *Third-Party*, he must inform Lyonet immediately.
- 6.10 A Marketer is solely responsible for all tax liabilities arising from his own business and will hold Lyonet harmless from all *Third-Party* claims regarding such liabilities.
- 6.11 The Marketer shall be entitled to use the organisational support of *Third-Parties* (such as assistance) for his/her sales activities. The sales activity itself must always be performed by the Marketer himself/herself. The Marketer must ensure that the obligations of this contract are also met by these *Third-Parties*.

7. **Member registration**

- 7.1 The 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 Marketer has the following obligations when registering new *Members* using the *Registration Flyer*.
- 7.2.1 The 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 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 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 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 Marketer must enter his/her information in the designated area of the *Registration Flyer*. To complete the registration of the *Member*, the 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 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 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 Marketer when registering *Members*:
- 7.3.1 The Marketer shall be fully liable for compliance with the provisions of this Clause 7. This liability shall also extend to all persons whom the Marketer uses to fulfil his/her contractual obligations to the same extent as for the conduct of *Third-Parties* attributable to him/her.
- 7.3.2 The Marketer must record all data of the *Members* to be registered with the utmost care and shall be liable for all disadvantages resulting from any violations of this obligation.
- 7.3.3 Any violation of this Clause 7 by the Marketer shall entitle Lyonet to extraordinarily terminate the entire contractual relationship.

8. Remuneration of a Marketer

- 8.1 The Lyonet Earnings Plan sets forth the manner in which a Marketer is remunerated, the basis on which his performance is measured and the method for calculation of remuneration.
- 8.2 The remuneration, under the Lyonet Earnings Plan, depends solely on the performance of the Marketer. Lyonet does not grant any remuneration or incentives for recruitment / enrolment of new participants into the Lyonet Marketing Programme.
- 8.3 A 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 performance of services under this Agreement.
- 8.4 In addition to remuneration in accordance with the Lyonet Earnings Plan, Lyonet may also pay additional bonuses at its own discretion. However, a Marketer has no right to such bonuses.
- 8.5 A Marketer's remuneration as per the Lyonet Earnings Plan and other incentives, as defined by Lyonet from time to time, will be paid on a weekly or monthly basis (see the applicable "Production Dates" document on the *Lyonet Website*), subject to Marketer's performance, Lyonet's receipt of an invoice from the Marketer and Lyonet's verification of the invoiced amount. The earnings shall be accumulated and paid out to the Marketer's bank account, provided that the total payable exceeds INR 250 and that the Marketer already has 5 active customers¹.
- 8.6 The remuneration shall be paid in Indian National Rupee and transferred to the Marketer's bank account, subject to applicable taxes. Lyonet reserves the right to seek Current Account Bank Details at any point from the Marketer for the transfer of remuneration.

9. Communication Material

- 9.1 Lyonet provides *Communication Material*, free of cost, to a Marketer, to help assist him in conducting his promotional/advertising activities in accordance with this Agreement.
- 9.2 A Marketer must use the latest *Communication Material* for his promotional purposes. The inappropriate use by a 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 Marketer must destroy any *Communication Material* he may have in his possession and confirm the destruction of the same to Lyonet in writing.

¹ An active customer of a Marketer is a Member of the Cashback World Programme within the Marketer's Lifeline (until the next Marketer), who has not signed a Lyonet Agreement and is therefore not a Marketer himself. An active customer can also be a directly recommended Marketer or a directly recommended Loyalty Merchant, who is also a Member of the Cashback World Programme. An active customer must have made Purchases of at least INR 800 at a Loyalty Merchant. Purchases of an eVoucher are equated to Purchases.

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 Marketer to use the *Communication Material* authorised by Lyonet according to Clause 9.1 shall remain unaffected.

9.5 A Marketer will hold Lyonet harmless from any claims filed by *Third-Parties* arising from the 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 Marketer. A 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 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 the *Lyonet Website*.

10.3 In case a 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 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 Marketer to assist him with his promotional/advertising activities. A Marketer who decides to use such services will be bound by separate terms and conditions.

10.5 A 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.

10.6 Cooling Off Period and Buyback Policy for products: In case a 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 and marketable state, Lyonet will refund the price paid by the Marketer for such material, less any reasonable handling charge. Whether the material is in an unused state or not will be determined by Lyonet by taking into consideration various factors such as the state of the material, whether the wrapping / packing material remains unopened/sealed etc.

10.7 Cooling Off Period and Buyback Policy for services: In case a Marketer obtains any paid services from Lyonet, he is free to reverse his order for such services within 30 (thirty) days of its order date. Lyonet will refund the full service fees paid by the Marketer, less any set-up costs incurred by Lyonet.

11. Secrecy and confidentiality

11.1 A Marketer is obligated to maintain strict confidentiality regarding any Lyonet trade or business secrets as well as data pertaining to any and all customers and clients acquired by or entrusted to him while conducting any and all activities in connection with 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 Marketer must be returned to Lyonet or destroyed immediately upon termination of this Agreement.

11.3 The 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, Lyonet Marketing 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 Marketers.

11.2. In compliance with Information Technology Act, 2000 and the rules and regulations made thereunder, a Marketer has the right to access his *Personal Data* and request amendments to the same. A Marketer may contact the Grievance Officer at grievanceofficer.in@lyconet.com, 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 on the *Lyonet Website*.

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

11.4. If the Marketer uses additional IT-supported services and Lyonet processes *Personal Data* entered by the Marketer in this context, the *Parties* shall conclude a 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 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 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 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 Marketer, for his own benefit.
- 13.4 In the event that the provisions of this Clause 13 are violated by a 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 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 Marketer does not fulfil the prerequisites provided in Clause 4 or provides incorrect data or submits incorrect or false supporting documents required by Lyonet.
 - (b) A Marketer violates any of the obligations laid down in Clause 3 or 6.
 - (c) A Marketer uses unauthorised material in violation of Clause 9.2.
 - (d) A Marketer uses a trademark applied for and/or registered for in violation of Clause 9.4.
 - (e) A Marketer violates the non-competition or non-solicitation clause under Clause 13 or breaches his confidentiality obligations under Clause 11.
 - (f) A Marketer provides erroneous information about the Cashback World Programme or the Lyonet Marketing Programme or any other product or service as defined by Lyonet on two or more occasions.
 - (g) A Marketer sells any products / services as defined in Clause 9 for commercial gain.
 - (h) A Marketer runs events charging a fee for entry without the written consent of Lyonet.
 - (i) A Marketer is accused of a criminal offence involving imprisonment (i) that harms Lyonet, a company associated with Lyonet, or another 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 Marketer has failed to fulfil a contractual payment obligation either in full or in part on two or more occasions.
 - (k) A 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 Marketer will be entitled to receive remuneration, if any, accrued before the Agreement was terminated as per the Lyonet Earnings Plan.

- 15.2 A Marketer will have no right to receive any further remuneration. To the maximum extent permitted by law, all further claims on the part of the Marketer against Lyonet will be excluded.
- 15.3 **Return and Refund for products:** Should this Agreement be terminated, in whatever manner, a Marketer is free to return any products that he had purchased from Lyonet, within 7 (seven) days of termination. Subject to such material being in an unused and marketable state, Lyonet will refund the price paid by the Marketer for such material, less any reasonable handling charge.
- 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 Marketer is obligated to inform Lyonet immediately in writing of any changes with regard to his *Personal Data*. In addition, a Marketer is obligated to inform Lyonet immediately of any payment problems, in particular of any imminent insolvency. Any information, statements or notices sent by Lyonet by mail/email to the last known address in Lyonet's records will be deemed to have been duly received by a Marketer.
- 17.2 Lyonet may enter into additional agreements, in writing, with a Marketer.
- 17.3 Lyonet 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 Marketer will be deemed to have accepted the amendment. In the event of non-acceptance, a 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 Lyonet. The arbitration proceedings will be conducted in English language and the venue of the Arbitration will be Lyonet'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 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 Lyonet. In the event of the death of a Marketer, all existing contractual relationships between him and Lyonet will be novated on to his heirs, subject to the legal heirs' consent, in accordance with the applicable laws of succession in India. The 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 Lyonet.
- 19.2 To the maximum extent permitted by law, a Marketer may not set off any of his claims that Lyonet has against him with any benefits/monies he may receive under this Agreement.

- 19.3 A Marketer is responsible for all charges, fees, taxes etc. accrued by him as a result of receiving remuneration under this Agreement. Further, if any income tax or withholding tax is determined to be deducted and deposited on any payments to a Marketer, Lyonet will have the right to deduct and deposit any such applicable taxes with the appropriate regulatory authority.
- 19.4 A Marketer agrees to defend, indemnify and hold Lyonet 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 Marketer with respect to Lyonet 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 Marketer hereby declares that he/she is entering into this Agreement voluntarily and has not acted in reliance of any representations of Lyonet or any other persons. A 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 Lyonet: DLF Prime Tower, Room No. 816, 8th Floor, Plot No. F-79-80, Okhla Industrial Area, Phase-1, New Delhi-110020 or email at india@lyconet.com;
 - (b) if to a Marketer: to the address/ email address given by the Marketer at the time of registration in the Cashback World Programme or his last known postal or email address.

20. Glossary of defined terms

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

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

“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.

“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 DLF Prime Tower, Room No. 816, 8th Floor, Plot No. 79-80, Okhla Industrial Area, Phase-1, New Delhi-110020, 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 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 Lyconet and the Marketer who is a party to this Agreement.