

# LYCONET MARKETING AGREEMENT

## for Independent Lyconet Marketers

Version: January 2021

### Preamble

Lyconet 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**").

Lyconet 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 New Zealand, Lyconet New Zealand Limited, with registered office at Moore Markham Auckland, Level 1, 103 Carlton Gore Road, Auckland 1140, New Zealand and with company registration number 7279016 ("**Lyconet**") is the contractual partner of Lyconet Marketers ("**Marketers**").

The main contractual basis between Lyconet and the Marketer is the Lyconet 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 Lyconet Marketing Agreement, one becomes an independent, self-employed, commercially active Marketer.

## 1. Object of the Lyconet Marketing Agreement

1.1 In accordance with the Lyconet 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) as well as supporting 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 Lyconet 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, services or travel, etc., exclusively to consumers and which

- (a) do not have more than 100 full time employees,
- (b) make no more than NZD 20 million in sales per year,
- (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 declare 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 Lyconet Marketing Agreement. In particular, the Marketer is prohibited from concluding initial talks or negotiations with such companies or from pursuing any other advertising activity to gain them.

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

## 2. Object of the contract

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

## 3. Legal relationship

3.1. Lyconet grants the Marketer a non-exclusive right to act as a self-employed and commercially active Marketer according to the Lyconet Marketing Agreement. The Marketer is not subject to any regional restrictions with regard to the exercise of his activity, but must assume responsibility for complying with the law in each territory in which he operates. The Marketer fully indemnifies Lyconet from any claims of third parties.

- 3.2. The Marketer acts as an independent entrepreneur within the commercial activity. No form of employment, service, or corporate relationship of any kind whatsoever is concluded between Lyonet and the Marketer. The Marketer provides his contractual services exclusively within the framework of an autonomous, independent activity that is legally independent of Lyonet and, in particular, the Marketer is not subject to instructions from Lyonet.
- 3.3. The Marketer is expressly prohibited from giving the impression that he is an employee, agent or representative of Lyonet or of any related company.
- 3.4. The Marketer is prohibited from representing Lyonet. In particular, he is not authorised to conclude contracts or receive services on behalf of Lyonet. The Marketer is also prohibited from representing other group companies of the Lyonet or myWorld Group, their cooperation partners and Loyalty Merchants. Infringement of this clause will entitle Lyonet to terminate the Lyonet Marketing Agreement for good cause 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. Precondition for a Marketer's activity and compensation**

- 4.1. The conclusion of the Lyonet Marketing Agreement requires natural persons to have reached the age of majority.
- 4.2. The Marketer must independently ensure that his commercial activity is duly registered and that he has the necessary regulatory approvals to practice his trade. He must ensure that all his personal obligations to pay taxes and other levies are met and hereby agrees to indemnify Lyonet any company affiliated with Lyonet, the myWorld Group, its cooperation partners and Loyalty Merchants against any claims by third parties if they are not met.

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

- 5.1. The Marketer is entitled to use third parties (e.g. assistants) to provide organisational support for his activities. The Marketer must ensure that the obligations of this Agreement are also met by such third parties.
- 5.2. The Marketer is required to make only such statements about Lyonet, any company affiliated with Lyonet, the myWorld Group, its cooperation partners and Loyalty that are in accordance with the official Lyonet documentation.
- 5.3. As soon as the Marketer becomes aware of a possible breach of the provisions of the Lyonet Marketing Agreement by another Marketer, he must notify Lyonet without delay.
- 5.4. If the Marketer intends to carry out chargeable events or otherwise offer chargeable services to third parties regarding the Benefit Program or the Marketing Agency, he must first obtain the consent of Lyonet in writing (email is sufficient).

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

- 6.1. Lyonet provides the Marketer with the advertising and information material (documents, catalogues, presentations, etc.) ("**Communication Material**") required by the Marketer to carry out his activity under the Lyonet Marketing Agreement for download free of charge at [www.lyonet.com](http://www.lyonet.com) (log-in section).
- 6.2. The Marketer may use only the current version of the Communication Material authorised by Lyonet and made available at [www.lyonet.com](http://www.lyonet.com). Before using the Communication material, the Marketer must check if it corresponds to the current version. Lyonet reserves the right to terminate the Lyonet Agreement for good cause, in accordance with clause 12.2, if the Marketer uses any unauthorised communication materials.
- 6.3. In the event of termination of the Lyonet Marketing Agreement, the Marketer will, if requested, destroy immediately any Communication Material made available to him and confirm its destruction to Lyonet in writing.
- 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 Lyonet, companies affiliated with Lyonet, the myWorld Group, their cooperation partners and Loyalty Merchants from claims of third parties that they assert against Lyonet, the myWorld Group, their cooperation partners and Loyalty Merchants due to a culpable violation of their commercial property rights by the Marketer.

#### **7. Change or assignment of a Recommender**

- 7.1. Marketers without a Recommender have the right to be assigned a Recommender at any time if the Recommender gives 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 did not reach a Career Level according to the according to the Lyonet 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 those previously recommended 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 Recommender the Marketer has at the moment of termination.

## **8. Remuneration**

- 8.1. The Marketer will be compensated for marketing or mediation of goods, services, travel, etc., according to the Lyonet Compensation Plan. The Marketer has no claim against Lyonet for reimbursement for expenses incurred in the performance of his activity (e.g. travel, hotel, materials or personnel costs).
- 8.2. All payments are calculated monthly, in accordance with the Lyonet Compensation Plan in **Annex 1**. Lyonet provides all relevant information for the remuneration of the Lyonet Compensation Plan in Annex 1 to the Marketer via the log-in at [www.lyconet.com](http://www.lyconet.com).
- 8.3. The Marketer must review this information immediately and make any objections in writing to Lyonet no later than one week after receipt of the invoice on the Lyonet.com website. Infringement of this obligation may entitle Lyonet to a claim for damages.
- 8.4. Entitlement to initial payment of the remuneration 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. Secrecy and confidentiality**

- 9.1. The Marketer will maintain secrecy, even after the termination of the Lyonet Marketing Agreement, in respect of all business and commercial activity secrets of Lyonet that have been entrusted or made known to him by Lyonet during its activities.
- 9.2. Documents relating to internal business transactions entrusted to the Marketer must be returned to Lyonet immediately at its request after they have been duly used, but no later than on the termination of the Lyonet Marketing Agreement.
- 9.3. The Marketer will also impose these secrecy and confidentiality obligations on third parties according to Clause 5.1 .

## **10. Data protection**

- 10.1. To the extent necessary for the implementation of the Lyonet Marketing Agreement, in particular for the calculation of Remuneration according to the Lyonet Compensation Plan in **Annex 1**, Lyonet, being responsible for data protection, collects, stores and processes personal or company-related data as well as data on activities of the Marketer.
- 10.2. All requests for information, changes, and deletion of data may be addressed to Lyonet New Zealand Limited, P O Box 302-258 North Harbour, Auckland 0751, New Zealand or by e-mail to [international@lyconet.com](mailto:international@lyconet.com). Further data protection-relevant provisions when using the Lyonet website can be found in the Privacy Policy at [www.lyconet.com](http://www.lyconet.com).
- 10.3. Lyonet uses internationally recognised security technology to protect the Marketers' data against unauthorised access.
- 10.4. If the Marketer uses additional IT-supported services and Lyonet processes personal data entered by the Marketer in this connection, the parties will conclude a data-processing agreement.

## **11. Non-compete / 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 similar to those of Lyonet or manage or participate in a rival company or otherwise support or advise it.
- 11.2. The activities of the Marketer in any competing undertaking already existing at the time of conclusion of the Lyonet Marketing Agreement and disclosed in writing (email) are excluded from the above non-compete agreement.
- 11.3. The Marketer will also refrain, during the term of the Lyonet Marketing Agreement, from soliciting Members, Loyalty Merchants or Marketers or even attempting to do so.

- 11.4. If the above provisions of this clause are infringed by the Marketer or third parties according to clause 5.1, Lyonet will be entitled to demand desistance from the relevant acts. This will not affect the right of Lyonet to terminate the Lyonet Marketing Agreement for good cause and to claim damages.

## 12. Term and termination of the 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 have the right to terminate the Lyonet Marketing Agreement at any time for a good cause without notice. A good cause for termination by Lyonet is present especially in the following cases:
- (a) The Marketer deliberately makes false statements when concluding the Lyonet Marketing Agreement.
  - (b) The Marketer uses unauthorised Communication Material in breach of clause 6.2.
  - (c) The Marketer uses trademarks and logos of Lyonet and its affiliated companies in violation of clause 6.4.
  - (d) The Marketer infringes the prohibition on competition or non-solicitation under clause 11 or infringes his secrecy and confidentiality obligations under to clause 9.
  - (e) The Marketer repeatedly provides wrong advice about the Benefit Program or Lyonet. An indication of wrong advice is if an above-average number of contracts introduced by him (including Members, Marketers, or Loyalty Merchants) are contested regularly by the other party, revoked or terminated at the next possible date.
  - (f) The Marketer operates a commercial resale of vouchers of the myWorld Group or its Loyalty Merchants.
  - (g) The Marketer holds a chargeable event without the written consent of Lyonet or offers third parties chargeable services regarding the Benefit Program or Lyonet.
  - (h) The Marketer, in the conduct of his promotional activities, is convicted of a serious offence committed against Lyonet or an affiliated company, or the Marketer commits an offence of such gravity as to cause loss of trust or loss of reputation of Lyonet.
  - (i) The Marketer is repeatedly in arrears with the fulfilment of a contractual claim for payment.
  - (j) The financial situation of the Marketer deteriorates so significantly that his solvency can be called into question.
  - (k) In addition to the significant damage to the economic interests or the reputation of Lyonet or the Loyalty Merchant, the breach of essential contractual obligations is considered as a good cause.

A termination for good cause for a breach of contract as a rule requires the expiry of a specified deadline for remedial action or a previous unheeded warning. However, setting a deadline or warning is unnecessary if the infringement is so serious that Lyonet can no longer be reasonably expected to continue the Lyonet Marketing Agreement for that very reason.

- 12.3. Every declaration of termination must be in writing. The commencement of the period of notice is the date of receipt of the letter of termination.
- 12.4. Participation by a Marketer in the Benefit Program remains unaffected by the termination of the Lyonet Marketing Agreement.

## 13. Effects of the termination

- 13.1. All compensation already paid will remain with the Marketer. In addition, the Marketer shall be entitled to payments and compensation for which all conditions under the Lyonet Compensation Plan in **Annex 1** have already been met at the time of termination. Further claims of the Marketer against Lyonet are excluded, subject to mandatory legal claims.
- 13.2. Unless otherwise agreed, payments made by the Marketer (e.g. for services or voucher orders) will not be refunded. Expenses of the Marketer will not 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 undertakes to notify Lyconet immediately in writing of any changes to his essential data. This obligation relates in particular to changes in his address and bank details. In addition, the Marketer undertakes to notify Lyconet of any payment difficulties, and in any case, of impending insolvency or imminent over-indebtedness. If changes to the business address are not disclosed immediately, statements that Lyconet sends by post to the last known address will be deemed to have been received by the Marketer.
- 15.2. In individual cases, individual agreements will have priority over the Lyconet Marketing Agreement. The content of such agreements will be governed by a written contract or written confirmation by Lyconet. No verbal agreements have been concluded between the parties. In addition, Lyconet is entitled to send contract notices and information necessary for the performance of the contract to the Marketer via text message (SMS) or e-mail, provided that the Marketer gives the corresponding contact details and does not withdraw them.
- 15.3. Changes to this Agreement and other contractual agreements between the Marketer and Lyconet notified to the Marketer in writing to the address or email address given by the Marketer will be deemed to have been accepted by the Marketer if the Marketer does not object to their validity within 30 days of receipt. Lyconet will inform the Marketer in writing at the beginning of the period that his consent to the notified changes to the Agreement is deemed to be given if he does not contradict its validity within the set deadline. Changes to this Agreement will be deemed to have been accepted by the Marketer only if this notice has been given.

## 16. Applicable law and court of jurisdiction

- 16.1. These conditions shall be governed by, and construed in accordance with, the law of New Zealand. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 16.2. The exclusive legal venue for all disputes arising out of or in connection with this Agreement is the duly appointed court in the jurisdiction of Lyconet's registered office.
- 16.3. Unless the proceedings are preceded by a public arbitration procedure, the parties are required to hold a negotiation meeting at the registered office of Lyconet before the instigation of any legal proceedings.

## 17. General provisions

- 17.1. The Marketer is not 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 otherwise, including by way of universal succession, without the prior written consent of Lyconet. However, if the Marketer dies, the contractual relationships existing between him and Lyconet will be transferred to his heirs under the applicable inheritance law. In addition, without the prior written consent of Lyconet, the Marketer is not entitled to encumber any existing rights with a lien.
- 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 right of the Marketer to offset claims of Lyconet is excluded. This does not apply in the case of mutual, interdependent claims, or if the Marketer offsets against an undisputed or legally enforceable claim.
- 17.4. Should any provision of the Lyconet Marketing Agreement be or become wholly or partially invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions.