

LYCONET MARKETING AGREEMENT

for Independent Lyonet Marketers

Version: January 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, travels, etc. from the myWorld Group and / or Loyalty Merchants to receive benefits.

In South Africa, Lyonet South Africa (Pty) Ltd, First Floor, Building 29, The Woodlands Office Park, 20 Woodlands Drive, Woodmead, Johannesburg, 2191, Gauteng, South Africa, with Company Registration number 2019/ 077352/07 ("**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 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, travels, 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 ZAR 100 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 with its subsidiary companies and cooperation partners declares so 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 does not form a part of the Lyonet Marketing Agreement. The Marketer is specifically prohibited from conducting initiation 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, 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. Basis for the agreement

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 self-employed and commercially active Marketer according to the Lyonet 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 Lyonet from any claims of third parties.

3.2 The Marketer acts in the context of commercial activity as an independent entrepreneur. No form of employment, service, or corporate relationship of any kind whatsoever is concluded between Lyonet South Africa (Pty) Ltd and the Marketer. The Marketer shall provide

his/her contractual services solely as an autonomous and self-employed activity, legally independent of Lyconet and is not bound in particular to instructions from Lyconet.

- 3.3 The Marketer is expressly prohibited from giving the impression in the course of business that he/she is an employee or otherwise on the staff of Lyconet South Africa (Pty) Ltd or of any related company.
- 3.4 The Marketer is prohibited from representing Lyconet, in particular, he/she is not authorised to conclude contracts or receive services on behalf of Lyconet, i.e. Lyconet South Africa (Pty) Ltd. The Marketer is also prohibited from representing other group companies of the Lyconet or myWorld Group, their cooperation partners and Loyalty Merchants. A violation of this clause shall entitle Lyconet to terminate the Lyconet 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 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 Lyconet Compensation Plan shall entitle Lyconet 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 Lyconet Compensation Plan in **Annex 1**, which have arisen only through a multiple registration, will lapse.

4. Requirements for the activity and the entitlement to remuneration

- 4.1 The conclusion of the Lyconet Marketing Agreement requires natural persons to have reached the age of majority.
- 4.2 As a condition for the entitlement to claim compensation, the Marketer must be active in the exercise of a commercial activity. In doing so, the Marketer must independently ensure that his/her business is duly registered and that he/she has the necessary regulatory approvals to practice his/her trade. He/she must ensure the proper payment of taxes and levies and shall indemnify, and any company affiliated with Lyconet, the myWorld Group, its cooperation partners and Loyalty Merchants harmless in the event of any third-party claims.

5. Rights and obligations of the Marketer

- 5.1 The Marketer is entitled to use third parties (e.g. assistance) to provide organisational support for his activities. The Marketer must ensure that the obligations of the Lyconet Marketing Agreement are also met by such third parties.
- 5.2 The Marketer shall be obliged to make only such statements about Lyconet, a company affiliated with Lyconet, the myWorld Group, its cooperation partners and Loyalty Merchants that are in accordance with the official Lyconet documentation.
- 5.3 As soon as the Marketer becomes aware of a possible violation of the provisions of the Lyconet Marketing Agreement by another Marketer, he/she must notify Lyconet without delay.
- 5.4 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/she must first obtain the written consent of Lyconet in text form (an electronic message by Lyconet is sufficient).

6. Communication Materials

- 6.1 Lyconet 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 Lyconet Marketing Agreement for download free of charge at www.lyconet.com (log-in section).
- 6.2 The Marketer may use only the current version of the Communication Material authorised by Lyconet and made available at www.lyconet.com. Before using the Communication Material, the Marketer must check if it corresponds to the current version. Lyconet reserves the right to terminate the Lyconet Marketing 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 Lyconet Marketing Agreement, the Marketer will, if requested, destroy immediately any Communication Material made available to him and confirm its destruction to Lyconet in writing.
- 6.4 Publications and advertisements as well as the use of trademarks of Lyconet or companies affiliated with Lyconet, the myWorld Group, their cooperation partners and Loyalty Merchants, such as the company logo and the trademarks of Lyconet, 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 claims of third parties that they assert against Lyconet, companies affiliated with Lyconet, 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 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 did not reach a Career Level 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 these 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 had at the moment of termination.

8. Compensation

8.1 The Marketer shall be compensated for marketing or mediation of goods, services, travels, etc. according to the Lyonet Compensation Plan in Annex 1. 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 compensation shall be calculated on monthly basis according to the Lyonet Compensation Plan in Annex 1. Lyonet shall display all the information that is relevant to the compensation of the Marketer according to the Lyonet Compensation Plan in Annex 1 in the statements that are made available to the Marketer in the login area of his/her www.lyconet.com website

8.3 The Marketer must review this statement immediately and make any objections in writing to Lyonet via www.lyconet.com website no later than one week after receipt of the statement. Violation of this obligation may entitle Lyonet to 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 shall 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 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 will 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 to implement the Lyonet Marketing Agreement, in particular to calculate the compensation according to the Lyonet Compensation Plan in Annex 1, Lyonet South Africa (Pty) Ltd, 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 South Africa (Pty) Ltd at First Floor, Building 29, The Woodlands Office Park, Woodmead, Johannesburg, 2191, Gauteng, South Africa or by e-mail to international@lyconet.com. Further 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 recognised security technologies to protect 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 context, the parties shall conclude a contract data processing agreement.

11. Non-competition/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 During the term of this Lyonet Marketing Agreement, the Marketer shall also refrain 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. Duration and term of this Lyonet Marketing Agreement

12.1 The Lyonet Marketing Agreement shall be concluded for an indefinite period of time and may be terminated by either party subject to a written notification within a notification period of 30 days.

12.2 Both parties shall 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 shall exist 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 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 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 has been convicted of an intentional criminal offense (i) committed against Lyonet or a company affiliated with Lyonet and / or (ii) in connection with the exercise of his activity under the Lyonet Marketing Agreement, (iii) which has a factual connection with the Marketer's activity according to the Lyonet Marketing Agreement (e.g. property crimes such as fraud) or (iv) which is so serious that Lyonet no longer cooperates due to the destruction of the necessary basis of trust or an imminent loss of reputation can be expected.
- (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 in any event. Compliance with the deadline shall be determined by the date of receipt of the letter of termination.

12.4 Any participation by a Marketer in the Benefit Program shall remain unaffected by the termination of the Lyonet Marketing Agreement.

13. Effects of the termination

13.1 The Marketer shall retain any compensation already rightly 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 shall be liable without limitation for damages resulting from injury to life, limb, or health that are due to a deliberate or grossly negligent breach of obligation by Lyonet. Lyonet shall only be liable without limitation for damages that are due to a deliberate or grossly negligent breach of obligation by Lyonet.

14.2 For damages due to simple negligent breach of obligations that are fundamental for the reasonable and proper conclusion of the contract and that the Marketer accordingly trusts to be fulfilled (cardinal obligations), the liability of Lyonet shall be limited to typical and foreseeable damage.

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

14.4 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.

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 Lyonet 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 undertakes to notify Lyonet 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 Lyonet sends by post to the last known address shall nevertheless be deemed to have been received by the Marketer.
- 15.2 Individual written agreements made in individual cases shall take precedence over the Lyonet Marketing Agreement. The contents of such agreements shall be governed by a written contract or written confirmation by Lyonet. No verbal agreements have been made between the parties. Moreover, Lyonet 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 Changes to this Agreement and other contractual agreements between the Marketer and Lyonet communicated in text form to the address or e-mail address indicated by the Marketer shall be deemed to be accepted by the Marketer if the Marketer does not object to their applicability within 30 days of receipt of the written notification of change. At the beginning of this time period, Lyonet shall especially point out to the Marketer that his/her consent to the communicated changes to the Lyonet Agreement shall be deemed to be given if he/she does not object in text form to their applicability within the time period established. The changes to this Agreement shall be deemed to be accepted by the Marketer only if this notice has actually been given

16. Applicable law and court of jurisdiction

- 16.1 The Lyonet Marketing Agreement is subject to South African substantive law to the exclusion of the reference norms of international private law and the UN Sales Convention.
- 16.2 The exclusive legal jurisdiction for all disputes arising from or in connection with the Lyonet Marketing Agreement is the duly appointed court at Lyonet's registered office
- 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 Lyonet South Africa (Pty) Ltd at First Floor, Building 29, The Woodlands Office Park, 20 Woodlands Drive, Woodmead, Johannesburg, 2191, Gauteng, South Africa before initiating any possible legal proceedings.

17. General conditions

- 17.1 The Marketer shall not be entitled to assign the Lyonet Marketing Agreement, or the rights and obligations established between the parties based on the Lyonet 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 Lyonet. However, if the Marketer dies, the contractual relationships existing between him/her and Lyonet shall pass to his/her heirs under the applicable inheritance law. Furthermore, the Marketer shall not be entitled to encumber any existing rights with a lien without the prior written consent of Lyonet.
- 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 Marketer shall not have the right to offset claims of Lyonet. 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 Lyonet Marketing Agreement be or become totally or partially invalid, this shall not affect the validity or practicability of the remaining provisions.