

- (2) The Lyconet Career Contract comes into effect by submitting the completed Lyconet Career Contract and by clicking on the button "Accept the agreement and continue".
- (3) The Lyconet Career Contract is agreed for an indefinite period and may be terminated by either party at any time without stating a reason by giving 30 days' notice. Terminations must be made in writing by both parties, whereby transmission by e-mail is sufficient. Marketers can send their notice of termination by e-mail to <u>international.support@lyconet.com</u>. The receipt of the letter of termination is decisive for compliance with this deadline.

If the Career Contract is terminated by either party, the Marketer shall retain all rights and obligations as well as claims of the contractual situation applicable up to the time of termination of the Lyconet Career Contract until this contractual relationship effectively ends.

- (4) Both parties have the right to terminate the Lyconet Career Contract at any time without notice for good cause. Lyconet has good cause to terminate the contract in the following cases in particular:
  - (a) When concluding the Lyconet Career Contract or during registration, the Marketer deliberately provides false information to Lyconet.
  - (b) The Marketer makes false or misleading statements about the business model of Lyconet or myWorld and its Partner companies.
  - (c) The Marketer uses declared and/or registered trademarks of Lyconet, myWorld or its Partner companies in an unauthorized manner.
  - (d) The Marketer grossly or repeatedly violates his obligations under §3.
  - (e) Finally, in addition to significant damage to the economic interests or reputation of Lyconet, myWorld or its partner companies, important reasons include in particular the breach of material contractual obligations.

Termination for good cause generally requires the unsuccessful expiry of a deadline set for remedial action or a prior unsuccessful warning.

(5) Following ordinary termination of his Lyconet Career Contract, the Marketer may only submit a new application to conclude a Career Contract with Lyconet with the express written consent of Lyconet. This must be submitted in writing, whereby an email to <u>international.support@lyconet.com</u> is sufficient.

## § 3 Rights and obligations of the Marketer

(1) The Marketer is not permitted to make false or misleading statements about the advertised services or the business model of Lyconet or myWorld.

At no time and on no advertising material may the Marketer make untrue or misleading statements about its income or earning potential at Lyconet. Rather, there is always an obligation to explicitly point out to potential Marketers in the course of the introductory discussions that it is only possible to achieve a higher income through intensive, continuous activity.



- (2) The following advertising rules apply when advertising the business model of Lyconet or myWorld as part of the activities of the Lyconet Career Contract on the Marketer's own websites, blogs, forums, social media platforms (such as Facebook, Instagram, etc.) or online,
  - (a) The use, creation and distribution of own websites or we presences, marketing documents, video and audio content, including professional social media business presences or other independently created sales or advertising materials, is only permitted with the prior express written or e-mail consent of Lyconet (inquiries should be sent to <u>international.support@lyconet.com</u>), which is at the sole discretion of Lyconet.
  - (b) In the event that Marketer advertises the services of Lyconet and/or myWorld in other online media, such as social networks (e.g. Facebook, Instagram, etc.), online blogs or chat rooms (e.g. WhatsApp, Telegram, Snapchat, etc.), he may only ever make true and not misleading or otherwise unlawful statements, must identify himself with his full name (anonymous postings or postings made under a pseudonym are prohibited), just as he may only carry out social media advertising within the framework of his own private social media channels.
  - (c) The Marketer must always identify himself as an independent and autonomous Lyconet Marketer.
- (3) During the duration of the Lyconet Career Contract, the Marketer shall also refrain from poaching or attempting to poach customers, Merchants or Marketers. Furthermore, there is no territorial protection.
- (4) Lyconet is the owner of its brands, names, trademarks, logos, creations, designs, text, photographs and images or other works of authorship. These may not be reproduced, distributed, made publicly accessible or edited in whole or in part by the Marketer beyond the contractually granted right of use of the official advertising documents without the prior express written consent of Lyconet.

It is also prohibited to register own trademarks, work titles or other property rights that contain a trademark, product name, work title or business name of Lyconet and its cooperation partners that may be registered or otherwise protected in another country/territory. The aforementioned prohibition applies to both identical and similar signs. It is also prohibited to use trademarks, brands, work titles or other intellectual property rights of Lyconet and its cooperation partners in so-called search engine advertising (e.g., GoogleAdWords), sponsored links advertising or comparable online advertising activities without prior written permission.

- (5) The services of Lyconet or its cooperation partners may be presented to Marketers within the framework of the applicable law in one-on-one or multiple-eye meetings, at face-to-face or online networking events and/or in online conferences (webinars). The services may not be offered in other sales outlets, such as retail outlets (e.g., supermarkets), online trading platforms such as eBay, Amazon, in television sales shows, via telemarketing or via comparable sales channels.
- (6) In the course of business, the Marketer may not give the impression that he is acting on behalf of or in the name of Lyconet. Rather, he is obliged to present himself as an "independent Lyconet Marketer". Own websites, stationery, business cards, car lettering as well as advertisements, promotional material and the like must always bear the addition "independent Lyconet Marketer" and may not use the trademarks, work titles,



business names and other marks of Lyconet and/or its cooperation partners without the prior, express, written consent of Lyconet (see § 3 (2)(a)).

- (7) Furthermore, the Marketer is prohibited from applying for and taking out loans, incurring expenses, entering into obligations, opening bank accounts, entering into other contracts or making any other binding declarations of intent on behalf of, for or in the interests of Lyconet. The Marketer may not conclude contracts, receive, or forward payments or otherwise act as a representative on behalf of Lyconet. No power of attorney is granted to the Marketer to represent Lyconet vis-à-vis third parties.
- (8) The Marketer is not responsible for the fulfillment of a liability arising from a brokered transaction.
- (9) The Marketer will notify the location, time and content of online and/or face-to-face events aimed at the general public with more than 100 participants in good time before publishing the invitation to Lyconet via email to <u>international.events@lyconet.com</u>. Lyconet may request changes or even the abandonment of the event if this is deemed necessary in the interests of the company.
- (10) Lyconet reserves the right to restrict the Marketer's access to the back office (Lyconet app and website) and other systems, as well as payments of compensation in accordance with the Compensation Plan (Appendix 1) of Lyconet without notice for good cause. Lyconet will immediately inform the Marketer of this suspension in the course of a warning. This is the case if the Marketer breaches one of his contractual obligations or other applicable law or if his business license, VAT identification number, personal data or registration with the responsible public authority is incorrect, incomplete and/or untrue. This suspension shall remain in place until the breach of duty has been rectified by the Marketer. The Marketer is not entitled to any earnings from the Compensation Plan during a justified suspension.

## § 4 Earnings in accordance with the Compensation Plan

- (1) In accordance with the Compensation Plan (attached as **Appendix 1**), the Marketer shall receive compensation for his brokerage activities to be settled by Lyconet.
- (2) These earnings will be transferred to the Marketer's bank account in his country of residence after notification, provided that the minimum amount shown in the member account has been reached. Remuneration is transferred once a month on the payment dates published at www.lyconet.com/production.

If the minimum amount has not been reached on a payment date, this amount remains allocated to the Marketers online account and the earnings will be transferred to the Marketer's bank account as soon as the minimum amount has been reached. Should the Lyconet Career Contract be terminated before the minimum amount has been reached - for whatever reason - the earnings allocated to the Marketer, regardless of the amount, will be transferred to the Marketer's bank account in his country of residence after notification.

(3) The contracting parties agree that no claims for higher earnings than that on which the Lyconet Marketing Agreement as well as this supplemental contract is based exist or can be asserted. By paying out the earnings in accordance with paragraph (1) all claims of the Marketer arising from and in connection with the Lyconet Career Contract are satisfied, namely all travel costs, expenses, office costs, telephone costs or other expenses for advertising materials, as well as all other costs incurred in connection with the fulfillment of the contract. In