



Membership Contract for the EliteClub

Version: July 2019

PREAMBLE

EliteClub International operated by NESSA FZCO (hereinafter referred as "EliteClub"), a company registered at Dubai Silicon Oasis Headquarters, 4th Floor, Office D 63, P.O. Box: 341041, Dubai, United Arab Emirates, with Company Registration Number 2736. The EliteClub offers its participants (hereinafter referred as "Members") various services and amenities during their membership. Members are registered with EliteClub International operated by NESSA FZCO.

This Membership Contract, including all further contractual documents, shall determine the rights and obligations of the Member in connection with the Membership in the EliteClub.

OBJECTS AND ADMINISTRATION

1. The object of the EliteClub is to provide exclusive amenities and services for natural persons and legal persons in the framework of a business club. The exact services and amenities can be found in the EliteClub Membership Booklet that is part of the contract (hereinafter referred as "Booklet"). The EliteClub reserves the right to change and/or to expand and/or to remove the services and amenities in the Booklet. The Member is aware that the amenities and services provided by the EliteClub are on an "as is" and "as available" basis.

2. The Member shall be entitled to all the rights and privileges of the EliteClub and shall be bound by this Membership Contract but shall have no proprietary rights in any of the premises or in respect of property of the EliteClub.

MEMBERSHIP

3. There are following categories of memberships:

- a.) Rising Star Membership
- b.) Executive Membership
- c.) VIP Membership

Details of each category of the Membership can be found in the Booklet under www.eliteclub.com. The EliteClub reserves the right to create further categories of memberships.

For the avoidance of doubt, unless otherwise stated in this Membership Contract, references in this Membership Contract to "Memberships" shall include each of the above categories of the respective Memberships.

4. In order to conclude this Membership Contract, natural persons or legal persons must comply with the following conditions:

- a.) The applicant must be at least 18 years old.
- b.) The applicant applies for a Membership to www.eliteclub.com.

5. The EliteClub provides each Member with a Logged-in Member Area at www.eliteclub.com (login area) at any time after a user name and password are entered. The EliteClub shall not be liable for any unavailability of the EliteClub websites and the login area at www.eliteclub.com except as specified in the clauses 24 et seq.

6. The login details for the use of the Logged-in Member Area (user name and password) shall be kept safe and handled by the Member as strictly confidential. The user name and password must never be made available to third parties under any circumstances. The personal settings can be changed at any time by the Member at www.eliteclub.com (login area).

7. The Member undertakes to notify the EliteClub immediately of any misuse of his/her online login details. Following the immediate blocking of his/her access, the Member will in turn receive changed login details via SMS, e-mail, or by post. The EliteClub shall not be liable for any damage caused to the Member as a result of improper use except as specified in clauses 24 et seq.

8. Subscription fees are determined as follows:

- a.) Rising Star Membership annual fee of € 5,500 or the designated national currencies, which can be found on www.eliteclub.com
- b.) Executive Membership annual fee of € 16,500 or the designated national currencies, which can be found on www.eliteclub.com
- c.) VIP Membership annual fee of € 55,000 or the designated national currencies, which can be found on www.eliteclub.com

The EliteClub reserves the right to change the above-mentioned fees. Such amendments must be notified to the Member in writing. The changes shall be deemed accepted by the Member if the notice in writing has been given.

9. Subscription fees shall be paid within 7 business days of notice of registration of the Membership, unless the EliteClub accepts upon request of the Member an alternative payment date. The confirmation of the alternative date has to be in written form by the EliteClub. Any violation of this clause by the Member shall entitle the EliteClub to immediately terminate the entire contractual relationship for good cause. The subscription fee grants access to the Membership and the exclusive services provided within the particular category of membership.

10. The individual services included in each category of memberships have to be paid separately by the Member according to the price list in the Booklet.

11. All subscription fees and/or costs shall be paid to the EliteClub's bank account.

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12. The Member must ensure the proper payment of any other taxes and levies and shall indemnify and hold the EliteClub harmless in the event of any third-party claims.

SECURITY AND CONFIDENTIALITY

13. The Member shall maintain all business and trade secrets of the EliteClub or any of its affiliate companies that have been entrusted or disclosed to him/her by the EliteClub as such during his/her Membership strictly confidential, even after termination of this Membership Contract.

14. The Member must return to the EliteClub 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 this Membership Contract.

15. The Member shall also impose these security and confidentiality obligations on his/her assistants, employees and guests.

DATA PROTECTION

16. To the extent that it is required to fulfill the Membership Contract, the EliteClub, as being responsible for data protection, collects, stores and processes personal data of the Member (first name, surname, title, gender, date of birth, e-mail address, postal address, telephone number(s), bank account details, passport details, especially passport number, Member ID, additionally or alternatively for legal persons, the commercial register number, company name, address of registered office, tax number, VAT number and website information).

17. All requests for information, changes and deletion of data may be directed to EliteClub's post address or by e-mail to gdpr@eliteclub.com. Further privacy provisions related to the use of the EliteClub website can be found in the Privacy Policy at www.eliteclub.com.

18. The EliteClub uses internationally recognised security technologies to protect Members data against unauthorised access.

DURATION AND TERMINATION OF THE MEMBERSHIP

19. The Membership Contract shall be concluded for one year, starting with the payment of the Membership. It is extended automatically for one year. The Member will be informed of the contract extension 30 days before.

20. Any Member may terminate his/her Membership within 30 days after receiving the notification about contract extension referred to in clause 19 by giving to the EliteClub a resignation notice in writing to that effect. In case of termination by the Member, the Membership contract will not be extended automatically, and he/she shall cease to be a Member.

21. The EliteClub shall have the right to immediately terminate any Membership or to refuse to extend any Membership without having to give a reason for such action. The declaration of termination must be in writing.

22. The termination of any Membership has following effects:

- a. In case of termination by the EliteClub, subscription fees or costs (or any proportion thereof) shall be refunded pro rata.
- b. Any outstanding subscription fees for the current Membership year shall become immediately payable.
- c. Any outstanding costs from Club services and amenities shall become immediately payable.
- d. The Member shall forfeit all rights related to the Membership and Club.
- e. The Member shall immediately destroy communication material in his/her possession that he/she used in connection with the Club (i.e. logo) and confirm the destruction in writing to the EliteClub.

23. Furthermore, the Member has the right to cancel the Membership Contract within fourteen days without giving reasons. In this case the Member will receive the full amount of the subscription fees back.

LIABILITY OF THE ELITECLUB

24. The EliteClub shall be liable without limitation for damages resulting from injury to life, limb, or health that are due to a deliberate or negligent breach of obligation by the EliteClub. The EliteClub shall only be liable without limitation for damages that are due to a deliberate or grossly negligent breach of obligation by the EliteClub.

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

26. Other claims for damages shall be excluded, subject to the following clause 28. This shall apply particularly if the EliteClub is not at fault. Furthermore, the EliteClub shall not be liable for non-performance or delay due to unforeseen causes or circumstances beyond its reasonable control (e.g. force majeure).

27. Insofar as the liability for the EliteClub is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of the EliteClub.

28. The limitations and exclusions of liability as not affect the liability of the EliteClub according to the provisions for product liability, based on the assumption of a guarantee for the quality of

Location, Date /
Incomplete forms will not be accepted.

Member's signature/Comm
Member ID (Lyconet)

1. Please send the completed form to membership@eliteclub.com to finalise the registration.



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EliteClub Membership/Down Payment Option

A down payment can be made for each EliteClub membership until 31. December 2019. The down payment and remaining payment amount vary according to the membership type.*
The remaining payment is due within 12 months after the down payment was made. If the remaining payment is not made within this time-frame, the remaining amount will be automatically deducted from the Marketer's member account. To ensure that the remaining payment can be secured, all claims that the Marketer has towards Lyconet International AG or any of its affiliated companies - if such a contractual relationship exists - are transferred to EliteClub International operated by NESSA FZCO with immediate effect.

Member ID (Lyconet) (Please enter the Member ID in the bank transfer's reference field)

Name, surname / company name

Mobile phone number

2. Payment must be made to the following bank account:
NESSA - FZCO
IBAN AT37 1934 0053 0014 0001
SWIFT / BIC EUAAATWW

The payment must be made in the Marketer's national currency. The respective national prices can be found on the last page.

	Membership	Price	Down payment	Remaining payment	Shopping Points
☒	Rising Star	€ 5.500	€ 3.500	€ 2.000	5.500
☐	Executive	€ 16.500	€ 10.500	€ 6.000	16.500
☐	VIP	€ 55.000	€ 35.000	€ 20.000	55.000

Benefits

The Marketer will receive the full amount of Shopping Points for the Career, depending on the respective membership type, once the down payment was made. In addition, the Marketer can also already make full use of the respective services included in the membership. Only when the remaining payment has been made, will the Marketer receive the exclusive welcome gift.

- ☒ I hereby confirm my wish to conclude a binding membership with EliteClub.
- ☒ I hereby acknowledge that the remaining payment is due within 12 months after the down payment was made and that the amount will be automatically deducted from my member account if the remaining payment was not made within the stated timeframe.
- ☒ I explicitly agree that all of my claims towards Lyconet International AG or any of its affiliated companies are transferred to EliteClub International operated by NESSA FZCO with immediate effect to ensure that my obligation to pay the remaining amount of my membership is met. I also hereby acknowledge that any legal transaction fees accrued on account of this transfer of claims must be borne by myself.
- ☒ I undertake to pay the down payment and remaining payment in my national currency and amount as stated on the last page.

EliteClub International operated by NESSA FZCO accepts the transfer of claims. EliteClub International operated by NESSA FZCO may notify Lyconet International AG at any time of its acceptance of the assignment of claims.

Elite Club International operated by NESSA FZCO

Incomplete forms will not be accepted.

Member's signature

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29. The Member shall indemnify and hold the EliteClub harmless against all damages, losses, claims and expenses (including legal expense) caused or suffered by the EliteClub as a result of a breach of any of the terms and conditions of this Membership Contract by the Member.

AMENDMENTS

30. Changes to this Membership Contract and other contractual agreements between the Member and the EliteClub communicated in text form to the Member shall be deemed to be accepted by the Member if this notice has been given.

31. The Member undertakes to notify the EliteClub in writing of any changes to his/her data that is essential to the contract without delay. Furthermore, the Member undertakes to notify the EliteClub immediately of any payment difficulties, but especially of impending insolvency or imminent over-indebtedness. If changes to the address are not disclosed immediately, statements that the EliteClub sends by post to the last known address shall nevertheless be deemed to have been received by the Member.

32. Individual written agreements made in individual cases shall take precedence over this Membership Contract. The contents of such agreements shall be governed by a written contract or written confirmation by the EliteClub. No verbal agreements have been made between the parties. Moreover, the EliteClub shall be entitled to send contract declarations and information required for the conclusion of the contract via SMS or e-mail to the Member provided that the Member has specified the corresponding contact data and does not object to the same.

APPLICABLE LAW AND COURT OF JURISDICTION

33. This Contract governed by law of the United Arab Emirates to the exclusion of the reference norms of international private law and the UN Sales Convention.

34. Any dispute between the EliteClub and the Member in connection with or arising out of the existence, validity, interpretation, performance and termination of this contract, which the parties are unable to resolve amicably within 30 (thirty) days from the notification of the dispute by the demanding party to the other party, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC), by three arbitrators. The Arbitration shall take place in Dubai, United Arab Emirates. The language of the proceedings and awards shall be in English.

GENERAL CONDITIONS

35. The Member shall not be entitled to assign this Membership Contract or the rights and obligations established between the parties based on this Membership Contract to a third party or to transfer it in any other way, including by way of universal succession, without the prior written consent of the EliteClub. If the Member dies, the contractual relationships between him/her and the EliteClub will be automatically terminated. Furthermore, the Member shall not be entitled to encumber any existing rights with a lien without the prior written consent of the EliteClub.

36. The Member shall not have the right to offset claims of the EliteClub. This shall not apply if the claims are reciprocal and interdependent, or if the Member offsets a claim that is uncontested, ready for decision, or defined by enforceable final judgement.

37. Should any provision of this Membership Contract be or become totally or partially invalid or unenforceable, this shall not affect the validity, enforceability or practicability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision corresponding to the intention and purpose of the original provision.

38. If the EliteClub does not or does not fully exercise any legal rights in response to a particular breach of any terms and condition of this contract, this action shall not be deemed as a waiver of any such rights or deprive the EliteClub from any right to fully enforce this contract.

EliteClub Founder Circle Program (EliteClub pre-launch phase)

The EliteClub is an exclusive business and lifestyle club, which is determined to grow to one of the most sophisticated premium service organizations. Its goal is to offer an environment, where you can expand your business and focus on your unlimited success. The EliteClub offers its members an exclusive international business network of successful and like-minded people.

Lyconet International AG and its subsidiaries are exclusive sales partners of the EliteClub. The EliteClub Founder Circle Program is an incentive program that entitles active Lyconet Premium Marketers* to permanently partake in the EliteClub's success.

Benefits of the EliteClub Founder Circle Program

The EliteClub Founder Circle Program accumulates the profits of EliteClub Founder Circle Limited, 3rd Floor, 40 Bank Street, London, E14 5NR,

Location, Date
Incomplete forms will not be accepted.

in the form of Shopping Points, based on the run-time.

Any potential net profit of the above company will be recorded in Euro and converted into the respective amount of Shopping Points. The resulting Shopping Points will be allocated proportionally among all participating members of the EliteClub Founder Circle Program. These Shopping Points represent a free benefit.

Prerequisites for participation in the EliteClub Founder Circle Program

All Lyconet Premium Marketers* worldwide who have accepted a Lyconet Agreement in the version dated March 2019 or later with Lyconet International AG or one of its subsidiaries (both together hereinafter referred to as "Lyconet") and who have established an EliteClub membership are eligible to participate during the pre-launch phase of the EliteClub.

The pre-launch phase will be running over a period of 3 years, starting on 8 July 2019 and ending on 7 July 2022. The public launch has been scheduled for 8 July 2022.

The Lyconet Premium Marketers* can choose between three types of memberships:

- Rising Star Membership
- Executive Membership
- VIP Membership

Membership	Share(s) per membership / year	Number of Founder Circle Coins (in 2019/20)
Rising Star	1	1
Executive	3	3
VIP	10	10

Upgrades on the memberships can be made any time. Further details can be found at www.eliteclub.com as well as in the download area at www.lyconet.com.
EliteClub Founder Circle Program available from 08 July 2019**

Allocation of Shopping Points for the Career Program

The initial allocation of Shopping Points will take place 48 months (08.07.2023) after the start of the pre-launch phase. The total amount of Shopping Points from the EliteClub Founder Circle Program will be distributed proportionally among all members who participated in the EliteClub Founder Circle Program during the first four years (the collected Founder Circle Coins form the basis for this calculation). After the initial allocation, the Shopping Points will be allocated annually in July. The share from the EliteClub Founder Circle Program will only be distributed in the form of Shopping Points for the Career Program, but not for the Balance Program.

Run-time of the EliteClub Founder Circle Program

For all members of the EliteClub Founder Circle Program, a run-time of 8 years is applicable. However, the EliteClub Founder Circle Program will automatically be renewed for another year for all active members of the EliteClub Founder Circle Program who can prove that they have had an active EliteClub membership for at least 75% of the last 8 years.

This procedure will continue for the subsequent years until revoked. Each year, the renewal of the program will be based on the previous 8 years.

For example:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th
✓	✓	✗	✓	✓	✓	✓	✗	🔒 >75%
✓	✗	✗	✗	✓	✓	✓	✓	🔒 <75%
✓ active EliteClub Membership	🔒 automatically renewed							
✗ inactive EliteClub Membership	🔒 not automatically renewed							

If you do not renew your membership 3 years in a row, cannot reach 75% automatically.

* A Lyconet Premium Marketer is a Lyconet Marketer who has reached one of the Career Levels at any time.

** Valid until further notice

✗ I have read and Participation

Member's signature/Company

Member ID (Lyconet)



	Rising Star			Executive			VIP		
	Down payment	Remaining payment	Total	Down payment	Remaining payment	Total	Down payment	Remaining payment	Total
AT	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
BA	7.000	4.000	11.000	21.000	12.000	33.000	70.000	40.000	110.000
BE	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
BG	7.000	4.000	11.000	21.000	12.000	33.000	70.000	40.000	110.000
CH	5.000	3.000	8.000	15.000	9.000	24.000	50.000	30.000	80.000
CZ	95.000	55.000	150.000	290.000	160.000	450.000	950.000	550.000	1.500.000
DE	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
DK	27.000	15.000	42.000	80.000	46.000	126.000	270.000	150.000	420.000
EE	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
ES	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
FI	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
FR	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
GB	3.200	1.800	5.000	9.500	5.500	15.000	32.000	18.000	50.000
GR	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
HR	27.000	15.000	42.000	80.000	46.000	126.000	270.000	150.000	420.000
HU	1.100.000	650.000	1.750.000	3.300.000	1.950.000	5.250.000	11.000.000	6.500.000	17.500.000
IE	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
IT	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
LT	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
LV	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
ME	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
MK	220.000	120.000	340.000	650.000	370.000	1.020.000	2.100.000	1.300.000	3.400.000
NL	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
PL	15.000	9.000	24.000	45.000	27.000	72.000	153.000	87.000	240.000
PT	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
RO	16.000	9.000	25.000	48.000	27.000	75.000	160.000	90.000	250.000
RS	380.000	220.000	600.000	1.145.000	655.000	1.800.000	3.800.000	2.200.000	6.000.000
SE	37.000	21.000	58.000	110.000	64.000	174.000	370.000	210.000	580.000
SI	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
SK	3.500	2.000	5.500	10.500	6.000	16.500	35.000	20.000	55.000
CA	5.500	3.000	8.500	16.000	9.500	25.500	55.000	30.000	85.000
US	4.500	3.000	7.500	14.000	8.500	22.500	50.000	25.000	75.000
ZA	55.000	35.000	90.000	172.000	98.000	270.000	575.000	325.000	900.000

Location, Date /
Incomplete forms will not be accepted.

Member's signature/Company stamp

Member ID (Lyonet)

1. Please send the completed form to **membership@eliteclub.com** to finalise the registration.



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Name, surname / company name



Mobile phone number

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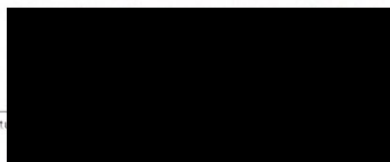


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Location, Date
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Member's signature



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The EliteClub reserves the right to change the above-mentioned fees. Such amendments must be notified to the Member in writing. The changes shall be deemed accepted by the Member if the notice in writing has been given.

9. Subscription fees shall be paid within 7 business days of notice of registration of the Membership, unless the EliteClub accepts upon request of the Member an alternative payment date. The confirmation of the alternative date has to be in written form by the EliteClub. Any violation of this clause by the Member shall entitle the EliteClub to immediately terminate the entire contractual relationship for good cause. The subscription fee grants access to the Membership and the exclusive services provided within the particular category of membership.

10. The individual services included in each category of memberships have to be paid separately by the Member according to the price list in the Booklet.

11. All subscription fees and/or costs shall be paid to the EliteClub's bank account.

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12. The Member must ensure the proper payment of any other taxes and levies and shall indemnify and hold the EliteClub harmless in the event of any third-party claims.

SECRECY AND CONFIDENTIALITY

13. The Member shall maintain all business and trade secrets of the EliteClub or any of its affiliate companies that have been entrusted or disclosed to him/her by the EliteClub as such during his/her Membership strictly confidential, even after termination of this Membership Contract.

14. The Member must return to the EliteClub 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 this Membership Contract.

15. The Member shall also impose these secrecy and confidentiality obligations on his/her assistants, employees and guests.

DATA PROTECTION

16. To the extent that it is required to fulfill the Membership Contract, the EliteClub, as being responsible for data protection, collects, stores and processes personal data of the Member (first name, surname, title, gender, date of birth, e-mail address, postal address, telephone number(s), bank account details, passport details, especially passport number, Member ID, additionally or alternatively for legal persons, the commercial register number, company name, address of registered office, tax number, VAT number and website information).

17. All requests for information, changes and deletion of data may be directed to EliteClub's post address or by e-mail to gdpr@eliteclub.com. Further privacy provisions related to the use of the EliteClub website can be found in the Privacy Policy at www.eliteclub.com.

18. The EliteClub uses internationally recognised security technologies to protect Members data against unauthorised access.

DURATION AND TERMINATION OF THE MEMBERSHIP

19. The Membership Contract shall be concluded for one year, starting with the payment of the Membership. It is extended automatically for one year. The Member will be informed of the contract extension 30 days before.

20. Any Member may terminate his/her Membership within 30 days after receiving the notification about contract extension referred to in clause 19 by giving to the EliteClub a resignation notice in writing to that effect. In case of termination by the Member, the Membership contract will not be extended automatically, and he/she shall cease to be a Member.

21. The EliteClub shall have the right to immediately terminate any Membership or to refuse to extend any Membership without having to give a reason for such action. The declaration of termination must be in writing.

22. The termination of any Membership has following effects:

- a. In case of termination by the EliteClub, subscription fees or costs (or any proportion thereof) shall be refunded pro rata.
- b. Any outstanding subscription fees for the current Membership year shall become immediately payable.
- c. Any outstanding costs from Club services and amenities shall become immediately payable.
- d. The Member shall forfeit all rights related to the Membership and Club.
- e. The Member shall immediately destroy communication material in his/her possession that he/she used in connection with the Club (i.e. logo) and confirm the destruction in writing to the EliteClub.

23. Furthermore, the Member has the right to cancel the Membership Contract within fourteen days without giving reasons. In this case the Member will receive the full amount of the subscription fees back.

LIABILITY OF THE ELITECLUB

24. The EliteClub shall be liable without limitation for damages resulting from injury to life, limb, or health that are due to a deliberate or negligent breach of obligation by the EliteClub. The EliteClub shall only be liable without limitation for damages that are due to a deliberate or grossly negligent breach of obligation by the EliteClub.

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

26. Other claims for damages shall be excluded, subject to the following clause 28. This shall apply particularly if the EliteClub is not at fault. Furthermore, the EliteClub shall not be liable for non-performance or delay due to unforeseen causes or circumstances beyond its reasonable control (e.g. force majeure).

27. Insofar as the liability for the EliteClub is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of the EliteClub.

28. The limitations and exclusions of liability as specified in this document shall not affect the liability of the EliteClub according to the mandatory statutory legal provisions for product liability, based on the fraudulent concealment of a defect or the assumption of a guarantee for the quality of an item.

Member's signature

Member ID (Lyonet)



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29. The Member shall indemnify and hold the EliteClub harmless against all damages, losses, claims and expenses (including legal expense) caused or suffered by the EliteClub as a result of a breach of any of the terms and conditions of this Membership Contract by the Member.

AMENDMENTS

30. Changes to this Membership Contract and other contractual agreements between the Member and the EliteClub communicated in text form to the Member shall be deemed to be accepted by the Member if this notice has been given.

31. The Member undertakes to notify the EliteClub in writing of any changes to his/her data that is essential to the contract without delay. Furthermore, the Member undertakes to notify the EliteClub immediately of any payment difficulties, but especially of impending insolvency or imminent over-indebtedness. If changes to the address are not disclosed immediately, statements that the EliteClub sends by post to the last known address shall nevertheless be deemed to have been received by the Member.

32. Individual written agreements made in individual cases shall take precedence over this Membership Contract. The contents of such agreements shall be governed by a written contract or written confirmation by the EliteClub. No verbal agreements have been made between the parties. Moreover, the EliteClub shall be entitled to send contract declarations and information required for the conclusion of the contract via SMS or e-mail to the Member provided that the Member has specified the corresponding contact data and does not object to the same.

APPLICABLE LAW AND COURT OF JURISDICTION

33. This Contract governed by law of the United Arab Emirates to the exclusion of the reference norms of international private law and the UN Sales Convention.

34. Any dispute between the EliteClub and the Member in connection with or arising out of the existence, validity, interpretation, performance and termination of this contract, which the parties are unable to resolve amicably within 30 (thirty) days from the notification of the dispute by the demanding party to the other party, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC), by three arbitrators. The Arbitration shall take place in Dubai, United Arab Emirates. The language of the proceedings and awards shall be in English.

GENERAL CONDITIONS

35. The Member shall not be entitled to assign this Membership Contract or the rights and obligations established between the parties based on this Membership Contract to a third party or to transfer it in any other way, including by way of universal succession, without the prior written consent of the EliteClub. If the Member dies, the contractual relationships between him/her and the EliteClub will be automatically terminated. Furthermore, the Member shall not be entitled to encumber any existing rights with a lien without the prior written consent of the EliteClub.

36. The Member shall not have the right to offset claims of the EliteClub. This shall not apply if the claims are reciprocal and interdependent, or if the Member offsets a claim that is uncontested, ready for decision, or defined by enforceable final judgement.

37. Should any provision of this Membership Contract be or become totally or partially invalid or unenforceable, this shall not affect the validity, enforceability or practicability of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision corresponding to the intention and purpose of the original provision.

38. If the EliteClub does not or does not fully exercise any legal rights in response to a particular breach of any terms and condition of this contract, this action shall not be deemed as a waiver of any such rights or deprive the EliteClub from any right to fully enforce this contract.

EliteClub Founder Circle Program (EliteClub pre-launch phase)

The EliteClub is an exclusive business and lifestyle club, which is determined to grow to one of the most sophisticated premium service organizations. Its goal is to offer an environment, where you can expand your business and focus on your unlimited success. The EliteClub offers its members an exclusive international business network of successful and like-minded people.

Lyconet International AG and its subsidiaries are exclusive sales partners of the EliteClub. The EliteClub Founder Circle Program is an incentive program that entitles active Lyconet Premium Marketers* to permanently partake in the EliteClub's success.

Benefits of the EliteClub Founder Circle Program

The EliteClub Founder Circle Program accumulates the profits of EliteClub Founder Circle Limited, 3rd Floor, 40 Bank Street, London, E14 5NR,

in the form of Shopping Points, based on the run-time.

Any potential net profit of the above company will be recorded in Euro and converted into the respective amount of Shopping Points. The resulting Shopping Points will be allocated proportionally among all participating members of the EliteClub Founder Circle Program. These Shopping Points represent a free benefit.

Prerequisites for participation in the EliteClub Founder Circle Program

All Lyconet Premium Marketers* worldwide who have accepted a Lyconet Agreement in the version dated March 2019 or later with Lyconet International AG or one of its subsidiaries (both together hereinafter referred to as "Lyconet") and who have established an EliteClub membership are eligible to participate during the pre-launch phase of the EliteClub.

The pre-launch phase will be running over a period of 3 years, starting on 8 July 2019 and ending on 7 July 2022. The public launch has been scheduled for 8 July 2022.

The Lyconet Premium Marketers* can choose between three types of memberships:

Rising Star Membership

Executive Membership

VIP Membership

Membership	Share(s) per membership / year	Number of Founder Circle Coins (in JUS/EN)
Rising Star	1	1
Executive	3	3
VIP	10	10

Upgrades on the memberships can be made any time. Further details can be found at www.eliteclub.com as well as in the download area at www.lyconet.com.

EliteClub Founder Circle Program available from 08 July 2019**

Allocation of Shopping Points for the Career Program

The initial allocation of Shopping Points will take place 48 months (08.07.2023) after the start of the pre-launch phase. The total amount of Shopping Points from the EliteClub Founder Circle Program will be distributed proportionally among all members who participated in the EliteClub Founder Circle Program during the first four years (the collected Founder Circle Coins form the basis for this calculation). After the initial allocation, the Shopping Points will be allocated annually in July. The share from the EliteClub Founder Circle Program will only be distributed in the form of Shopping Points for the Career Program, but not for the Balance Program.

Run-time of the EliteClub Founder Circle Program

For all members of the EliteClub Founder Circle Program, a run-time of 8 years is applicable. However, the EliteClub Founder Circle Program will automatically be renewed for another year for all active members of the EliteClub Founder Circle Program who can prove that they have had an active EliteClub membership for at least 75% of the last 8 years.

This procedure will continue for the subsequent years until revoked. Each year, the renewal of the program will be based on the previous 8 years.

For example:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th
✓	✓	✗	✓	✓	✓	✓	✗	75%
✓	✗	✗	✗	✓	✓	✓	✓	75%

✓ active EliteClub Membership

✗ inactive EliteClub Membership

🔄 automatically renewed

🛑 not automatically renewed

If you do not renew your membership 3 years in a row, cannot reach 75% automatically.

* A Lyconet Premium Marketer is a Lyconet Marketer who has reached one of the Career Levels at any time.

** Valid until further notice

☒ I have read and accept the Membership Contract for the EliteClub and the Terms of Participation for the EliteClub Founder Circle Program.

Member's signature/

Member ID (Lyconet)



Elite Club

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	Rising Star			Executive			VIP		
	Down payment	Remaining payment	Total	Down payment	Remaining payment	Total	Down payment	Remaining payment	Total
AT	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
BA	7 000	4 000	11 000	21 000	12 000	33 000	70 000	40 000	110 000
BE	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
BG	7 000	4 000	11 000	21 000	12 000	33 000	70 000	40 000	110 000
CH	5 000	3 000	8 000	15 000	9 000	24 000	50 000	30 000	80 000
CZ	95 000	55 000	150 000	290 000	160 000	450 000	950 000	550 000	1 500 000
DE	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
DK	27 000	15 000	42 000	80 000	46 000	126 000	270 000	150 000	420 000
EE	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
ES	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
FI	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
FR	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
GB	3 200	1 800	5 000	9 500	5 500	15 000	32 000	18 000	50 000
GR	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
HR	27 000	15 000	42 000	80 000	46 000	126 000	270 000	150 000	420 000
HU	1 100 000	650 000	1 750 000	3 300 000	1 950 000	5 250 000	11 000 000	6 500 000	17 500 000
IE	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
IT	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
LT	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
LV	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
ME	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
MK	220 000	120 000	340 000	650 000	370 000	1 020 000	2 100 000	1 300 000	3 400 000
NL	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
PL	15 000	9 000	24 000	45 000	27 000	72 000	153 000	87 000	240 000
PT	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
RO	16 000	9 000	25 000	48 000	27 000	75 000	160 000	90 000	250 000
RS	380 000	220 000	600 000	1 145 000	655 000	1 800 000	3 800 000	2 200 000	6 000 000
SE	37 000	21 000	58 000	110 000	64 000	174 000	370 000	210 000	580 000
SI	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
SK	3 500	2 000	5 500	10 500	6 000	16 500	35 000	20 000	55 000
CA	5 500	3 000	8 500	16 000	9 500	25 500	55 000	30 000	85 000
US	4 500	3 000	7 500	14 000	8 500	22 500	50 000	25 000	75 000
ZA	55 000	35 000	90 000	172 000	98 000	270 000	575 000	325 000	900 000

Member's signature

Member ID (Lycone)