

Additional Terms and Conditions for Lyoiness Members to take advantage of the Extended Member Benefits

Version: April 2012

Introduction

Lyoiness Asia Limited, with its registered office at Suite 2607-12, 26th Floor, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong, and company number 1619260 registered with the Registrar of Companies of Hong Kong is a member of the LYONESS group of companies which operate an international shopping community, providing members (Members) with the opportunity to receive benefits (Lyoiness Loyalty Programme) through the purchase of goods and services from approved Lyoiness retailers or service providers called Lyoiness Loyalty Merchants (Loyalty Merchants).

As an existing Member of the Lyoiness Loyalty Programme, your membership is governed by the General Terms and Conditions (GTCs) with Lyoiness Asia (providing you with the opportunity to receive Member Benefits consisting of Cashback and Friendship Bonuses). By accepting these Additional Terms and Conditions (ATCs) you have the opportunity to receive the Extended Member Benefits outlined in this document (Extended Member Benefits). The affiliate of Lyoiness Asia in Australia is Lyoiness Australia Pty Limited ACN 154 275 546, of Suite 2, Level 30, 9 Castlereagh Street Sydney NSW 2000 (Lyoiness Australia). There is no contract or agreement whatsoever between the Member and Lyoiness Australia. A reference to we, us, our, or Lyoiness is a reference to Lyoiness Asia. A reference to you or your is a reference to a Member.

1.) Object of the Agreement

1.1.To the extent permitted by these ATCs (Agreement), a Member has the opportunity to receive the Extended Member Benefits.

1.2. Subject to clause 10.1 of this document, the GTCs published on www.lyoiness.com.au remain in force and legally binding. The GTCs may be amended from time to time.

1.3 The ATCs are effective from the date of publication shown above and may be amended from time to time.

1.4 While Lyoiness uses its reasonable efforts to publish the currently applicable GTCs and ATCs on the website www.lyoiness.com.au, Members are encouraged to regularly check this website for the most current version.

2.) Basis of Agreement

2.1. By accepting these ATCs, you have the opportunity as an existing Member of the Lyoiness Loyalty Programme to receive the Extended Member Benefits.

2.2. The defined terms used in the GTCs have the same meaning as in these ATCs.

3.) Legal Relationship

3.1. Clause 3 of the GTCs shall apply in full.

3.2. By accepting the ATCs, the Member has the opportunity to receive the Extended Member Benefits provided the Member meets the pre-requisites outlined in this document. The Member is not entitled to any additional compensation or to reimbursement of expenses of any kind.

4.) Lyoiness Loyalty Programme

4.1. In addition to the other Lyoiness Loyalty Programme Benefits (Cashback, Loyalty Benefits and Friendship Bonus), the Member also has the opportunity to receive the following Extended Member Benefits: Loyalty Commission, Loyalty Cash, Loyalty Credit, Re-Cash, Loyalty Commission Bonus, Bonus Units, free additional Units through Category Rebookings, Volume Commission and Volume Bonus.

4.2. The Loyalty Benefit is the remaining amount of the Member Benefit which is available to be calculated in accordance with the Member Benefit Code (MBC) after CashBack and any Friendship Bonus has been deducted. The settlement of the Loyalty Benefits will be credited to the Member's personal Loyalty Account in accordance with the ATCs. Credit is generated from Purchases and Voucher Down Payments made by the Member and also from the Purchases by direct and indirect recommended Members in accordance with Clause 4.4 below. The amount of credit stems from the volume of Purchases or Voucher Down Payments and the amount of benefit percentage offered by the Loyalty Merchant with which the Purchases were made, or from the Down Paid Vouchers. If, for example, a Member spends over AUD 750 with a Loyalty Merchant which has a benefit percentage of 5%, the Member will receive credit of AUD 37.5. The credit will be converted into Accounting Units (hereinafter referred to as "Units") of AUD 75, AUD 225, AUD 600, AUD 1,800 or AUD 6,000 specified by the Member in accordance with Clause 6.1 which is booked into the Member's personal Loyalty Account in accordance with Clause 6. The credit and Units accumulated in the Loyalty Account serve only to generate Loyalty Benefits, and will not be paid out.

4.3. The benefit percentage (Member Benefit) is based on the conditions agreed between Lyoiness and the relevant Loyalty Merchant and varies depending on the Loyalty Merchant, sector and country. This is multiplied depending on the volume of shopping or Down Payments to give the amount of resulting credit. The Member will be informed of the relevant valid amount of benefit percentage by Lyoiness in accordance with Clause 4.2 and 7.6 of the GTCs.

4.4. Further, the Member is also credited for the Units that are booked by Members who are directly or indirectly recommended by the Member (Lifeline). This means that the Units credited to the Member will also be credited to the Member's direct and indirect Recommender for them to benefit from Loyalty Benefits in the same way. The direct and indirect Members recommended by a Member (Recommending Person) will be placed in the Recommending Person's Lifeline in the so-called binary system. This means in a tree structure where there is a distinction between the upper and lower branches. Unless the Member specifies otherwise, the direct recommended Members will be placed in the Recommending Person's direct line alternately on the upper and lower branches of the binary system. Likewise, the Members recommended by the Member's direct recommendations will be placed in the system following the same rule. In this way the Lifeline's existing Units can always be placed on the upper or lower branch of the Recommender's binary system.

4.5. The following table provides an overview of all the Member Benefits which the Member has the opportunity to receive for a Purchase made within the Lyoiness Loyalty Programme. The Member that has made the Purchase will receive the Cashback and credit and, at the same time, the direct and indirect Recommenders will receive the Friendship Bonus.

Lyoiness Loyalty Programme*												
Cashback	Payment Value:	Up to	1%	2%	2%	2%	2%	2%	2%	2%	2%	2%
+ Loyalty Benefit	Benefit percentage:	Up to	1%	1%	2%	3%	4%	5%	6%	7%	8%	X%
	Units are created based on the credit. From these Units the Loyalty Commission, Loyalty Credit, Loyalty Cash, Loyalty Commission Bonus, Bonus Units, Category Rebookings, Volume Commission and the Volume Bonus payments are calculated in accordance with Clause 7.											
= Member Benefit (Personal)			2%	3%	4%	5%	6%	7%	8%	9%	10%	X%
+ Direct Friendship Bonus		Up to	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%
+ Indirect Friendship Bonus		Up to	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%
= Member Benefit (Total)			3%	4%	5%	6 %	7 %	8 %	9 %	10%	11%	X%

* All %-entries represent the value of Purchases or binding Voucher Order Down Payments that the Member has made within the Lyoiness Loyalty Programme.

5.) Voucher Down Payments and Premium Membership

5.1. As well as making Purchases through the Lyoness Loyalty Programme, the Member also has the opportunity to generate Loyalty Benefits by making a binding Down Payment order for Vouchers/Gift Cards. In this case the same amount of credit will be booked into the Member's personal Loyalty Account for the Down Payment as was booked for the purchase in Clause 4.2 above. However, no Cashback or Friendship Bonus is paid for a Down Payment.

5.2. The Member has the opportunity to make a binding Down Payment order for Vouchers/Gift Cards. The Down Payment must be at least the relevant benefit percentage for Member Benefits for the chosen Loyalty Merchant. The GTCs and the ATCs do not give right for a claim for reimbursement of the Down Payment.

5.3. Any Down Payments for Voucher/Gift Card orders do not expire. Until the point that full payment is received for the Voucher/Gift Card orders, the Member may change the Loyalty Merchant they originally chose. This could however mean that the Member Benefit will also change, as it varies depending on the Loyalty Merchant, as explained in Clause 4.3.

5.4. A Member can become a Premium Member if they have fulfilled the following criteria:
Fully paid (and booked) Purchases using the Cashback Card, Vouchers and/or Online Shopping of AUD 30,000 within 12 months.

If a purchase volume of AUD 30,000 has not been achieved in accordance with 5.5. a) then the Member can make up the difference using Down Payments (booked) for Voucher Orders/Gift Cards, whereby the Down Payment amount should be multiplied by ten (a Down Payment of AUD 1,500 represents e.g. a purchase volume of AUD 15,000).

Made (and booked) Down Payments for Vouchers/Gift Cards of AUD 3,000 (Premium Voucher Down Payment)

5.5. Down Payments of up to AUD 2,925 can be accepted if the Member has made Purchases of at least AUD 300, or makes a simultaneous Voucher order for this amount (fully paid) at the same time that he makes the Down Payment. Down Payments of AUD 3,000 can be accepted if the Member has made Purchases of at least AUD 750, or makes a simultaneous Voucher order for this amount (fully paid) at the same time that he makes the Down Payment. If a Member has already made Down Payments of AUD 3,000 then further Down Payments are only possible if the Member has made an equal amount of Purchases as the amount of Units (inc. the new Down Payment).

5.6. Premium Members receive additional service support in the Lyoness Loyalty Programme (including without limitation Gold Cashback Card, Cashback Magazine).

6.) Accounting Categories, Accounting Units, Booking

6.1. The credit in accordance with Clause 4.2 (also known as booking value) will be credited to the Member's personal Loyalty Account. With this booking value, the Member can create Units in different Accounting Categories (AC) as follows:

Unit/Booking Value (in AUD)					
Accounting Category	I	II	III	IV	V
Booking Value	75	225	600	1.800	6.000
Unit	75	225	600	1.800	6.000

Once the Member has achieved the necessary booking value for the relevant Accounting Category, a Unit for that Accounting Category will be booked in the Member's Loyalty Account.

6.2. The Unit is booked into the binary Accounting Programme in accordance with the description in Clause 4.4 above. This means that to receive the Extended Member Benefits as described in Clause 7, there is a specific number of Units that need to be achieved on both branches of the tree: 35/35 in Accounting Category I, 30/30 in Accounting Category II and 25/25 in Accounting Categories III – V. In accordance with Clause 4.2 the Member can place Units generated through your own Purchases on either the above or below branch of the binary Accounting Programme. In accordance with Clause 4.4, Units from the Lifeline will be booked in the line in which the relevant Member was registered.

6.3. The booking of Units generated from the accumulated booking value is done weekly. If the Member has not specified any other option in a Member's Online Office, the credit will be converted into Units in AC I. Following the weekly update and calculation of the Extended Member Benefits, the booking of the Units cannot be changed.

7.) Extended Member Benefits

7.1. As part of the Lyoness Loyalty Programme and subject to the terms of this document, the Member also has the opportunity to receive the Extended Member Benefits. The settlement of all Extended Member Benefits is done weekly, and includes all the relevant booked Units.

7.2. Loyalty Commission: Members have the opportunity to receive Loyalty Commission for booked Units. Provided that a Member has four direct Members, each with at least one Unit booked in Accounting Category 1, as soon as the Member has booked the specified number of Units (see table below) in their personal Accounting Programme, the Member will receive Loyalty Commission of a specified amount as shown in the table below:

Loyalty Commission for each Accounting Category (in AUD)								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	12,00	18,00	24,00	36,00	48,00	60,00	-	-
AC II	36,00	54,00	72,00	108,00	144,00	180,00	-	-
AC III	120,00	180,00	240,00	360,00	480,00	600,00	-	-
AC IV	360,00	540,00	720,00	1.080,00	1.440,00	1.800,00	-	-
AC V	1.200,00	1.800,00	2.400,00	3.600,00	4.800,00	6.000,00	-	-

Loyalty Commission is paid out to the Member in accordance with Clause 7.4 of the GTCs.

7.3. Loyalty Cash: In addition to Loyalty Commission, the Member will also receive Loyalty Cash for Units which are booked following the Member's first Unit generated through the Member's own shopping (not through Voucher Down Payments). As soon as the Member has the specified number of Units (see table below) booked in the Member's personal Accounting Programme, a Member will receive Loyalty Cash of the amounts shown in the table below:

Loyalty Cash for each Accounting Category (in AUD)								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	-	-	-	-	-	-	675,00
AC II	-	-	-	-	-	-	1.275,00	-
AC III	-	-	-	-	-	2.400,00	-	-
AC IV	-	-	-	-	-	7.200,00	-	-
AC V	-	-	-	-	-	24.000,00	-	-

Loyalty Cash is paid out to the Member in accordance with Clause 7.4 of the GTCs.

7.4. Loyalty Credit: The Member will receive Loyalty Credit for Units which are booked following the Member's first Unit generated through Voucher Down Payments (not through shopping). As soon as the Member has the specified number of Units (see table below) booked in his personal Accounting Programme, the Member will receive Loyalty Credit of the amounts shown in the table below. To receive Loyalty Credit, it is not necessary for the Member's recommended Members to have Units booked in the system:

Loyalty Credit for each Accounting Category (in AUD)								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	-	-	-	-	-	-	675,00
AC II	-	-	-	-	-	-	1.275,00	-
AC III	-	-	-	-	-	2.400,00	-	-
AC IV	-	-	-	-	-	7.200,00	-	-
AC V	-	-	-	-	-	24.000,00	-	-

Loyalty Credit is not paid out to the Member. Instead, the Member can use this credit in the form of Vouchers to shop with Lyoness Loyalty Merchants.

7.5. Re-Cash: You can regain the Down Payments you have made by converting the credit resulting from your own Purchases (either by using Vouchers, Cashback Card, or by shopping online in accordance with Clause 4 of the GTCs) into cash (Re-Cash). If you choose the Re-Cash option, instead of all the credit for your own Purchases going to your personal Loyalty Account for the calculation of Loyalty Benefits, it is paid out to the Member in accordance with Clause 7.4 of the GTCs, up to a maximum amount of the relevant Down Payment amount. The Member's right to make a Down Payment and top-up payment in accordance with Clause 5.4 and 5.5 of the GTCs remains unaffected.

7.6. Loyalty Commission Bonus: In accordance with Clause 7.2, the Recommending Person will receive a Loyalty Commission Bonus for all Loyalty Commission received by his direct recommended Members, and for their direct recommended Members. The Loyalty Commission Bonus is 18.75% of the Loyalty Commission for his direct recommended Members and 6.25% for his indirect recommended Members. There is no claim for Loyalty Commission Bonus from any other indirectly recommended Members. The claim for Loyalty Commission Bonus is only valid if the Recommending Person is eligible for Loyalty Commission at the time of settlement.

7.7. Bonus Units: If a specified number of Units are booked into the same Accounting Category and the Member is eligible for Loyalty Commission at the time of settlement, the Member will receive a free Bonus Unit in the relevant Accounting Category as follows:

Bonus Units for each Accounting Category								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC II	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC III	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC IV	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC V	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
Booking	-	Continental	Member	National	Continental	-	-	-

The Bonus Units are credited to the Member's Loyalty Programme and are eligible for Loyalty Commission, further Bonus Units and Category Rebookings in accordance with Clause 7.8. However, they are not eligible for Loyalty Cash, Loyalty Credit, Volume Commission or Volume Bonus. The Bonus Units will always be credited to the Member's personal Loyalty Programme.

7.8. Category Rebooking: As soon as you have the specified number of Units in the relevant AC as shown in the table below, you will receive a free duplicate Unit in the next highest AC (a Category Rebooking), provided you are eligible for Loyalty Commission. The Member will receive Loyalty Commission, Bonus Units and further duplicate Units from this Category Rebooking. However the Category Rebooking is not eligible for Loyalty Cash, Loyalty Credit, Volume Commission or Volume Bonus. If another Member in the Member's Lifeline also has such a duplicate Unit through Category Rebooking, this will also be credited to the Member, in accordance with Clause 4.4.

Bonus Units for each Accounting Category								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	-	-	-	-	-	-	Category Rebooking
AC II	-	-	-	-	-	-	Category Rebooking	-
AC III	-	-	-	-	-	Category Rebooking	-	-
AC IV	-	-	-	-	-	Category Rebooking	-	-
AC V	-	-	-	-	-	-	-	-
Booking	-	-	-	-	-	Member	Member	Member

7.9. Volume Commission: For all the Units booked by your whole shopping network, that means all your direct and indirect recommended Members (your Lifeline), the Member will receive Volume Commission provided you have achieved at least Career Level 1 (see Clause 7.9.1 – 7.9.4 below) and achieved the necessary number of points required for the Volume Commission for the relevant Career Level within one production month in accordance with Clause 7.9.5. A production month is equivalent to approximately one calendar month and differs only slightly due to system and accounting reasons. The relevant fixed production month dates can be found in the login area on the website under www.lyoness.com.au before each new calendar year (hereinafter referred to as "Production Month"). The booked Units are the basis for the calculation of the Volume Commission, and are converted into points as follows:

Point(s) per booked Unit					
Accounting Category	I	II	III	IV	V
Unit (in AUD)	75	225	600	1.800	6.000
= Point(s)	1	3	8	24	80

7.9.1. Career Level: To achieve a Career Level, it is necessary to qualify for it in one Production Month and to confirm it in the following Production Month. To qualify or confirm the Level, it is necessary to achieve the necessary number of total points for the Career Level, bearing in mind the 50% rule (see Clause 7.9.3) within one Production Month. Confirmation of Career Level 1 is then valid for the next 12 Production Months. From confirmed Career Level 2, the confirmed Level is valid for the next 6 Production Months. If a Member becomes a Premium Member within one Production Month, they confirm Career Level 1, and this confirmation is then valid for the current Production Month and for the duration of the Career Level. When the Member confirms a Career Level for the first time, the Member will receive a welcome gift.

7.9.2. Extension of the Career Levels: If a Career Level is confirmed at least once more within the period of its validity, the valid time period for the Level is automatically extended by a further 12 Production Months (for Career Level 1) or 6 Production Months (from Career Level 2). If an extension is not achieved, the Member will be confirmed in the next lowest Career Level.

7.9.3. 50% Rule: To qualify, confirm or extend a Career Level, a maximum of 50% of the required points can be taken from any single line within the Lifeline (direct line). That means that the Member must have at least two direct lines available (e.g.: Career Level 3 = 500 points required; to qualify for Career Level 3, a maximum of 250 points can be taken from any single direct line).

7.9.4. Career Level of Perfection: If at least 5 direct lines have the Career Levels shown in the table below within one Production Month following confirmation of Career Levels 4 – 8, the Member will achieve a Career Level of Perfection for the relevant Level.

The Member will then have an unlimited claim to the Career Level of Perfection.

Level of Perfection								
Career Level	1	2	3	4	5	6	7	8
1 Direct in line in Career Level	-	-	-	3	4	5	6	7
1 Direct in line in Career Level	-	-	-	3	4	5	6	7
1 Direct in line in Career Level	-	-	-	2	3	4	5	6
1 Direct in line in Career Level	-	-	-	2	3	4	5	6
1 Direct in line in Career Level	-	-	-	1	2	3	4	5
= Career Level of Perfection								

7.9.5. Calculation of Volume Commission: All Units from the Member's Lifeline booked within one Production Month will be converted into points and added together in accordance with Clause 7.9. The total points from all the Members in the Member's Lifeline who have also achieved at least Career Level 1 will be deducted from this point value (hereinafter referred to as "Total Points"). As soon as the Member achieves enough total points for the relevant Career Level (see the following table), the total points for the relevant Career Level are multiplied by the Volume Commission amount for that Level and the Member will receive payment of the Volume Commission in accordance with Clause 7.4.

Volume Commission for each Career Level (in AUD)								
Career Level	1	2	3	4	5	6	7	8
Required total points	100	200	500	1.200	3.000	8.000	20.000	50.000
Volume Commission Amount	AUD 1.875	AUD 2.437	AUD 2.812	AUD 3.187	AUD 3.562	AUD 3.937	AUD 4.312	AUD 4.687

Example: If as a Member in Career Level 3 you achieve 400 Total Points, you won't receive any Volume Commission as you have not achieved the points necessary for the Level. If you as a Member in Career Level 3 achieves 600 Total Points, you will receive Volume Commission for 600 x AUD 2.81225 = AUD 1,687.50

7.10. Volume Bonus: You will also receive a Volume Bonus for Units booked in your Lifeline, provided you have achieved at least Career Level 2 as well as achieving the necessary points for the Volume Bonus for the relevant Career Level within one Production Month. The valid Career Level will be determined in accordance with Clauses 7.9.1 and 7.9.4. The Volume Bonus and necessary total points are shown in the following table:

Volume Bonus for each Career Level (in AUD)								
Career Level	1	2	3	4	5	6	7	8
Required total points	100	200	500	1.200	3.000	8.000	20.000	50.000
Volume Commission Amount		300,00	750,00	1.800,00	4.500,00	12.000,00	30.000,00	75.000,00

7.11. The settlement of all the Member Benefits is done exclusively via the Member's Online Office which is available to the Member when they have logged in at www.lyoness.com.au, in accordance with Clause 8 of the GTCs.

8.) Termination of the Agreement by the Member

8.1. A Member may terminate this Agreement in accordance with Clause 13 of the GTCs. Upon termination, the following provisions in this clause 8 apply in relation to procedures dealing with Extended Member Benefits.

8.2. The Extended Member Benefits which have already been paid out to the Member will remain with the Member and any credit from Extended Member Benefits that is accruing in the Purchase Account, or any Member Benefits that the Member earns, until the time that the contractual relationship is ended will be paid out to the Member in full, with the exception of any Loyalty Credit in accordance with Clause 7.4, which the Member will receive in the form of Loyalty Merchant Vouchers/Gift Cards.

8.3. Any Units booked in your personal Loyalty Programme which you have generated through your own Purchases or from making Down Payments, or from your Lifeline, will expire upon termination of the Agreement by the Member.

8.4. However, if you have made a Down Payment for Vouchers/Gift Cards, the order and Down Payment remains valid, even though you have terminated the Membership. You have no right to claim for a reimbursement of the Down Payment for Vouchers/Gift Cards even if you have terminated the Membership. The Member has however the opportunity at any time to make a top-up payment to pay the remaining amount for any Voucher order that has not been fully paid. In such cases, once the Member has made the top-up payment, the Member will receive the Vouchers/Gift Cards. Further, the Member can also regain the Down Payment by using of the Re-Cash option in accordance with Clause 7.5.

8.5. Alternatively, the Member is also entitled to sell the Down Payments or booked Units, with the exception of Bonus Units or duplicate Units (from Category Rebookings), to another Member with the same Recommending Person by using the "Sale of Units" form which is available from Lyoness. To be able to make a sale to other Members, the Member must have prior written consent of from Lyoness, which Lyoness may only refuse with good reason. Once the form has been signed by both parties, and provided that Lyoness does not wish to exercise its right of first refusal in accordance with Clause 8.6, the purchaser will enter into the contractual position of the Member so that the Member will have no further claim against Lyoness with regards to the sold Units. Lyoness will give the Member reasonable assistance to help the Member find a purchaser.

8.6. In the case of a sale of Units in accordance with Clause 8.5, Lyoness has a right of first refusal. The sale of Units is therefore carried out on the basis of the "Sale of Units" form provided by Lyoness, provided that Lyoness does not wish to exercise its right of first refusal. The seller and the purchaser are obliged to submit the form once it is signed by them both. If the Member does not receive written

notification by Lyonesse within 10 days of submitting the form, this can be taken as confirmation that Lyonesse has approved the sale and does not wish to exercise its right of first refusal.

8.7. In accordance with Clauses 8.5 and 8.6 of this document, the termination of a Member's Membership and possible sale of Units, the existing Lifeline remains unaffected. A sale of Units in accordance with Clauses 8.5 and 8.6 does not alter the location of the existing booked (placed) Units in the Accounting Programme. The purchasing Member will enter into the contractual position of the selling Member including all rights and obligations in accordance with Clauses 8.5 and 8.6, such as existed before the contract of sale was submitted to Lyonesse.

8.8. The Member must not assign or transfer any of your rights or obligations under this Agreement to another person without prior written consent from Lyonesse.

8.9. If you have terminated this Agreement and you re-register as a Member with Lyonesse within one year, you must be registered under the same Recommending Person that you had in the original contractual relationship with Lyonesse. If you terminate your membership under this Agreement, you will no longer have any right to receive Extended Member Benefits arising from the Purchases from your Lifeline. If you should re-register, you have no rights with regards to your original membership, in particular, with regards to Purchases from your original Lifeline.

9.) Termination of the Agreement by Lyonesse

9.1. Lyonesse reserves the right to terminate this Agreement in whole or in part by giving you notice of termination under this clause 9.1 and/or clause 14 of the GTCs. If we terminate this Agreement, the procedures in this Clause 9 apply in relation to Extended Member Benefits upon termination.

9.2. In the event of Lyonesse giving you notice of termination other than by notice with immediate effect and for the important reasons specified in Clause 14.2 of the GTC, Lyonesse will refund any Down Payments made by the Member, as well as any monetary benefits from Units booked by the Member (from Down Payments or from Units generated through the Member's own shopping, or shopping from his Lifeline) less any Extended Member Benefits that the Member has already received, and in the case of Down Payments, in the form of Vouchers.

9.3. In the event of a termination of the Agreement by Lyonesse with immediate effect and for the important reasons specified in Clause 14.2 of the GTC, Clauses 8.2 – 8.7 of this document apply with regards to the Extended Member Benefits provided that the Member has a period of 4 weeks (starting from the termination by Lyonesse) to find a purchaser. Any claims for damages by Lyonesse for negligent breach of duty by the Member remain unaffected.

9.4. Clause 8.9 of this document will also apply in the event of a termination in accordance with this Clause 9.

10.) General Provisions

10.1. The GTCs also apply in full for these Extended Member Benefits, unless explicitly stated otherwise. With regards to power failure, online office and services, liability and termination of the contract, the Lyonesse Membership GTCs shall apply.

10.2. The ATCs are governed by the laws of New South Wales excluding the United Nations Convention on Contracts for the International Sale of Goods. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

10.3. The acceptance of the ATCs, and entitlement to the Extended Member Benefits, is only open to Members aged 18 years and above.

10.4. You are not entitled to change your Recommending Person unless you have not made any Purchases or any fully paid or part paid Voucher orders for over one year. If that is the case, then you may change your Recommending Person to a new Recommending Person which may be chosen from any Lifelines provided that prior written consent is obtained from the new Recommending Person, but the Member cannot take his Lifeline to the new Recommending Person. The Member and the new Recommending Person must each pay a fee of AUD 54 (inc. tax). The old Recommending Person will then receive AUD 75 (inc. tax) as compensation.

10.5 Lyonesse Asia may, at any time, assign, subcontract, delegate or transfer in any manner whatsoever its rights or obligations arising out of or in connection with this document, in whole or in part, on more than one occasion to any of its affiliates without the consent of the Member.