

TERMS AND CONDITIONS

1. Definitions

- 1.0. "Client" means the any person, company, entity or individual who enrolls with the "Provider" in the "Training" referred to as "Elite Business Partner" and pays the enrolment fee in full, 11. "CCA" means Competition and Consumer Act 2010.
- 1.2. "Client" means the person that signs or agrees to the terms and conditions in this "Agreement" which incorporates these Terms and Conditions (Agreement) being the person entering into the arrangements detailed in these Terms and Conditions and extends to their administrators, executors, heirs and permitted transferees.
- 1.3. "Costs" means the costs to be paid by the "Client" to the "Provider" in respect of the "Elite Business Partner Opportunity" as detailed in the Schedule.
- 1.4. "Covering Particulars" means any particulars detailed on the "Schedule" page to these Terms and Conditions and includes those particulars stated in the "Schedule", including the personal particulars of the "Client".
- 1.5. "Financial Details" means any document headed "Financial Details and or Tax Invoice" as may be attached as the "Schedule" to this "Agreement", or which may be sent after the "Client" accepts the terms and conditions of this "Agreement".
- 1.6. "Payment Plan" means those payment options in respect of the Costs for the "Elite Business Partner Opportunity" as detailed in the Schedule.
- 1.7. "Provider" means Think and Grow Education PTY LTD (ACN 617 319 945) C/ Matrix Partners; Level 1, 420 Bagot Road Subiaco, Perth Western Australia 6008, its successors and assigns or any other person acting on behalf of or with the authority of the "Provider".
- 1.8. "Signed this Agreement" or "Signs this Agreement" means the "Client" has been accepted into the "Training" and/or has signed this "Agreement" and or paid in part or full for the "Training" and/or has accepted by any means the Terms and Conditions contained in the "Agreement" included but not limited to electronically.
- 1.8.1 "Training" means the training and or education and or other services (Services) to be arranged and conducted by the "Provider" for the benefit of the "Client".

2. Acceptance

- 2.1. The "Client" is taken to have exclusively accepted and is immediately bound by these Terms and Conditions when the "Client" receives and/or signs this "Agreement" or accepts these Terms and Conditions in writing and/or electronically, but limited to electronically.
- 2.2. These Terms and Conditions may only be amended with the "Provider's" consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the "Client" and the "Provider".
- 2.4. This "Agreement" shall be binding when accepted and or signed by the "Client" pursuant to clauses 2.1 and 2.2 of this "Agreement" and indicates that the "Client" has been accepted to participate in the "Training".
- 2.5. The "Provider" will not commence the "Client's" training where the "Client" has not properly completed the "Agreement" including but limited to electronically, or accepted this "Agreement" in a manner acceptable to the "Provider".

3. Transfer of Entitlement

- 3.1. The "Client" may not transfer his/her place in the "Training" to any other person unless the "Client" first complies with the Terms and Conditions contained in this "Agreement" relating to such transfer and then, only provided the "Client" has been sent written confirmation of acceptance of such transfer by the "Provider". In that regard, the "Provider" may, in its sole discretion, refuse to accept any transfer of the "Client's" place in the "Training" to any other person. In the event that the "Provider" does accept the transfer of the "Client's" place in the "Training" to another person, the "Client" shall remain personally liable in all respects in relation to compliance with these Terms and Conditions.
- 3.2. The "Client" may not transfer his/her right to this "Training" to a third party, without the express approval of the "Provider".

4. Costs and Payment

- 4.1. The Costs of "Training" are detailed in the "Schedule" which details the options for the "Client" to effect payment of the Costs in accordance with the Payment Plan.
- 4.2. The Costs detailed in this "Agreement" shall be valid for a period of thirty (30) days from the date that the "Client" is given this "Agreement" and, if the "Client" does not sign this "Agreement" within that period, the "Provider" reserves its rights to change the Costs until payment of the Costs are made in full.
- 4.4. To the full extent permissible by law, no payments made by the "Client" are refundable.
- 4.5. Time for payment of the Costs (and each payment to be made pursuant to the Payment Plan outlined in the "Schedule"), shall be of the essence and all payments to be made by the "Client" must be strictly in accordance with the Terms of this Agreement.
- 4.6. All payments must be made by cash, bank cheque, eftpos or credit card (plus a surcharge of one and a half per cent (1.5%) of the cost for credit card payments).
- 4.7. The costs detailed in the "Schedule" are inclusive of GST.

5. Acknowledgements

- 5.1. The "Client" acknowledges that he/she has made their decision to enter into this "Agreement" based upon their own investigations and understanding of the "Training" and that he/she has not entered upon any inducement or representation from the "Provider" in determining to enter into this "Agreement" or to attend "Training" and enrol in the "Training".
- 5.2. The "Client" acknowledges that the "Provider" does not offer or purport to give any form of financial advice, property advice, legal advice or medical advice and that the "Training" does not constitute any form of financial advice, property advice, legal advice or medical advice.
- 5.3. The "Client" acknowledges and agrees that he/she shall have no claim nor demand upon the "Provider" in the "Training" or "Client" perceives that the "Training" is not in accordance with the "Client's" expectations. In that regard, the "Client" acknowledges that he/she has had the opportunity to make full investigations and enquiries relating to the "Training" and to ask the "Provider" and its representatives all such questions relating to the "Training" and to request all such information from the "Provider" that he/she requires in determining to enter into this "Agreement".
- 5.4. Under applicable State, Territory and Commonwealth Law (including without limitation the CCA), certain statutory implied guarantees and warranties (including without limitation the statutory guarantees under the CCA) may be implied into these Terms and Conditions (Non-Excluded Guarantees).
- 5.5. The "Provider" acknowledges that nothing in these Terms and Conditions purports to modify or exclude the Non-Excluded Guarantees.
- 5.6. Except as expressly set out in these Terms and Conditions or in respect of the Non-Excluded Guarantees, the "Provider" makes no warranties or other representations under these Terms and Conditions including but not limited to the quality or suitability of the "Training". The "Provider's" liability in respect of these warranties is limited to the fullest extent permitted by law. The "Client" acknowledges that by participating in the "Training" jointly or severally there is no guarantee that the "Client" will be successful.
- 5.7. If the "Client" is a consumer within the meaning of the CCA, the "Provider's" liability is limited to the extent permitted by Section 64A of Schedule 2.
- 5.8. If the Provider is required to replace attendance at the "Training" under this Clause or the CCA, but is unable to do so, the "Provider" may if it decides in its absolute discretion refund any money the "Client" has paid.
- 5.9. If the "Client" is not a consumer within the meaning of the CCA, the "Provider's" liability is: 5.9.1 limited to the value of any express warranty provided to the "Client" by the "Provider" at the "Provider's" sole discretion; 5.9.2 otherwise negated absolutely.

6. Default

- 6.1. Interest on overdue money to be paid by the "Client" pursuant to this "Agreement" shall accrue daily from the date when payment becomes due, until the date of payment, at the rate of one per cent (1%) per month.
- 6.2. In respect of any overdue payment from the "Client" in relation to the Costs or under the Payment Plan, each default shall attract an administration fee, payable by the "Client" in the sum of forty dollars (\$40).
- 6.3. If the "Client" owes the "Provider" any money (Debt), the "Client" shall indemnify the "Provider" from and against all costs and disbursements incurred by the "Provider" in recovering the Debt (including but not limited to internal administration fees, legal costs, the "Provider's" collection agency costs and any bank dishonour fees).
- 6.4. Without prejudice to any other remedies the "Provider" may, if at any time, the "Client" is in breach of any obligation (including those obligations set out in these Terms and Conditions, the "Provider" may suspend or terminate the "Client's" participation in the "Training". In the event the "Provider" will not be liable to the "Client" for any loss or damage the "Client" suffers because the "Provider" has exercised its rights under this Clause.
- 6.5. Without prejudice to the "Provider's" other remedies at law, the "Provider" shall be entitled to cancel all or any part of the "Client's" participation in the "Training" or any other Service to be provided to the "Client" by the "Provider" pursuant to these Terms and Conditions, and all amounts owing to the "Provider" shall, whether or not due for payment, become immediately payable if:
 - 6.5.1 any money payable to the "Provider" becomes overdue, or in the "Provider's" opinion, the "Client" will be unable to make a payment when it falls due;
 - 6.5.2 the "Client" becomes insolvent, or enters into any scheme of arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - 6.5.3 a trustee is appointed in respect of the "Client's" estate or any asset of the "Client".

7. Continuing Obligation

- 7.1. The "Client" shall do everything necessary to make its participation under the terms of this "Agreement" a success.

8. Privacy Act 1988

- 8.1. The "Client" agrees that personal credit information provided may be used and retained by the "Provider" for the following purposes; (and for other purposes as shall be agreed between the "Client" and "Provider" or required by law from time to time):
 - 8.1.1 the provision of Services; and/or
 - 8.1.2 the marketing of Services by the "Provider" and its agents; and/or
 - 8.1.3 processing of any payment instructions, direct debit facilities and/or credit facilities requested by the "Client"; and/or
 - 8.1.4 enabling the daily operation of "Client's" account and/or the collection of amounts outstanding in the "Client's" account in relation to the Services;

- 8.1.5. advice of any overdue accounts, loan repayments and/or any outstanding monies owing which are over due by more than sixty (60) days, and for which debt collection action has been started;
- 8.1.6. that the "Client's" overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
- 8.1.7. information that, in the opinion of the "Provider", the "Client" has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the "Client's" credit obligations);
- 8.1.8. advice that cheques drawn by the "Client" for one hundred dollars (\$100) or more, have been dishonoured more than once;
- 8.2. that credit provided to the "Client" by the "Provider" has been paid or otherwise discharged.

9. General

- 9.1. The failure by the "Provider" to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect the "Provider's" right to subsequently enforce that provision. If any provision of these Terms and Conditions shall be invalid, illegal or unenforceable, the "Provider" shall not be bound by that provision and the remaining provisions shall not be affected, prejudiced or impaired.
- 9.2. These Terms and Conditions and any contract to which they apply shall be governed by the laws of the state of Western Australia, and are subject to the jurisdiction of the Courts in that State.
- 9.3. Subject as specifically stated otherwise in this "Agreement", the "Provider" shall be established in whatever state the "Client" is for any indirect and/or consequential loss and/or expense suffered by the "Client" arising out of a breach by the "Provider" of these Terms and Conditions (alternatively the Provider's liability shall be limited to damages which under no circumstances shall exceed the Cost).
- 9.4. The "Client" shall not be entitled to set off against, or deduct from the Costs, any sums owed or claimed to be owed to the "Client" by the "Provider" nor to withhold payment of any payment due in respect of the Costs because any payment is in dispute.
- 9.5. The "Provider" may license, sell, assign or sub-contract all or any part of its rights and obligations under this "Agreement" without the "Client's" consent.
- 9.6. The "Provider" hereby notifies the "Client" that the "Provider" may amend these Terms and Conditions prior to the "Client" signing this "Agreement". If the Provider makes a change to these Terms and Conditions, the "Provider" shall notify the "Client" of that change, prior to signing this "Agreement".
- 9.7. The "Provider" shall not be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of the "Provider".
- 9.8. The "Client" acknowledges and agrees that the "Provider" has the exclusive right, title and interest in and to its intellectual property and the "Client" acknowledges that it does not have any rights in the "Provider's" intellectual property. The "Client" must not use the "Provider's" intellectual property without its prior written approval.
- 9.9. There is no guarantee that the "Client" will not be required to pay a monthly fee in the future by agencies beyond the control of the "Provider" as part of its participation in the "Training" or if the "Client" decides to use the "Training" to upscale its business or establish an alternate online business. The "Client" acknowledges that the "Client" is required to pay monthly fees as part of its participation in the "Training" then the "Client" shall be wholly responsible to make those payments and it will not be the responsibility of the "Provider" to make those payments or reimburse the "Client", and if the "Client" fails to make those payments, the "Client" shall be liable to the "Provider" for the "Client's" participation and or success in the "Training" then the "Client" is not entitled to any refunds or compensation to be paid to it in any form by the "Provider".
- 9.10. Under the terms of this or any other "Agreement", the "Client" is not offered a partnership in any company or business owned by the "Provider" nor is the "Client" offered a share or shareholding in any company or business owned by the "Provider", its directors, shareholders or trusts.
- 9.11. As part of its participation in the "Training" the "Provider" shall pay to external agencies the costs of certain resources that the "Client" requires as part of its participation in the "Training" and one of those resources is for the provision of a website to the "Client" and the "Client" is aware that this website is paid for by the "Provider" on behalf of the "Client" as part of the "Client's" participation in the "Training" and in the event that there is a complaint or dispute with the performance or the provision of that website where the "Client" is unhappy or dissatisfied in any way with the website or the provider of the website, then the "Provider" shall forward to the "Client" the name and contact details of the internet marketing provider and the "Client" shall then deal directly with the provider of the website and if for any reason the "Client" suffers any loss and/or injury in any form because of a lack of contact and/or a lack of delivery and/or a lack of performance or any other matter on behalf of the provider of the website, the "Client" shall have no claim whatsoever against the "Provider".

- 9.12. As part of its participation in the "Training" the "Provider" shall pay to external agencies the costs of certain resources that the "Client" requires as part of its participation in the "Training" and as part of this "Agreement" and one of those resources is for the provision of internet marketing and/or social media marketing training to the "Client" and the "Client" is aware that internet marketing and/or social media marketing training is paid for by the "Provider" on behalf of the "Client" as part of the "Client's" participation in the "Training" and in the event that there is a complaint or dispute with the performance or the provision of that internet marketing and/or social media marketing training where the "Client" is unhappy or dissatisfied in any way with the internet marketing and social media marketing training or the provider of the internet marketing and social media marketing training, then the "Provider" shall forward to the "Client" the name and contact details of the internet marketing and/or social media marketing training provider and if for any reason the "Client" suffers any loss or injury or is dissatisfied in any form because of a lack of contact or a lack of delivery or a lack of performance or quality or any other matter on behalf of the provider of the internet marketing and/or social media marketing training, the "Client" shall have no claim whatsoever against the "Provider".

- 9.13. The "Client" cannot use its website to promote products, programs, workshops, courses, offer advice, or anything beyond the "Providers" inventory unless the promoted products, programs, workshops, courses or advice is first approved by the "Provider";
- 9.14. The "Client" shall not be entitled to a referral fee in the event that a client was known to the "Client" prior to the "Client" introducing a client to the "Provider";
- 9.15. Pursuant to clauses 9.11 and 9.12 of this "Agreement", in the event of a dispute between the "Client" and any third party providers the "Provider" shall, as long as there are no costs to the "Provider", communicate with the "Client" and the third party provider in an attempt to resolve any matters as best it can and shall act in the best interest of the "Client" in its absolute discretion.

- 9.16. The "Client" acknowledges that it shall use the "Training" to build a database ("Data") of clients by utilising the internet marketing and/or social media marketing training to obtain names and email addresses, which the "Provider" shall promote its inventory to for which, under the terms of this "Agreement" the "Client" shall be paid referral fees;
- 9.17. The "Client" acknowledges that it does not have the right to sell its database ("Data") to a third party for a period of four (4) years from the start date of this "Agreement", and agrees that it must give first right of refusal to the "Provider";
- 9.18. The "Client" acknowledges that the "Provider" has the exclusive right in its absolute discretion to select the providers of the "Client's" website, and may change providers as it sees fit in its absolute discretion;
- 9.19. The "Client" acknowledges that the Provider has the exclusive right in its absolute discretion to select the providers of the "Client's" internet marketing and/or social media marketing training provider, and may change providers as it sees fit in its absolute discretion;
- 9.20. The "Client" acknowledges that it may have the opportunity to obtain a certification in digital marketing at the absolute discretion of the "Provider" and where it is decided by the "Provider" that the "Client" may apply to achieve a certification in digital marketing then the "Client" must complete an examination as determined by the provider of the internet marketing and/or social media marketing training and in the event that the provider of the internet marketing and/or social media marketing training requires a fee for the "Client" to undertake an examination or if there is a fee for the "Client" to undertake an examination, the cost of that test shall be the responsibility of the "Client";

- 9.20.1 The "Client" acknowledges that not all internet marketing and/or social media marketing training providers that the "Provider" refers the "Client" to for its training, will offer the "Client" an opportunity to obtain any form of certification, and the "Provider" shall make those decisions in its absolute discretion with respect to which of its internet marketing and/or social media marketing training providers to refer the "Client" to;
- 9.20.2 The "Client" acknowledges that the "Provider" may enrol it into a digital marketing training course of the "Providers" choosing and the "Client" must complete the digital marketing training course within 24 weeks after which the supplier of that digital marketing training program will remove access to its training from the "Client" therefore the "Client" must complete the course within that time and that course shall commence within one month of the "Client" enrolling in the "Training". In the event the "Client" does not complete the training in that time, then the "Client" has no claim against the "Provider" and the "Client" can enrol with the digital marketing training company directly and pay to complete the training with the digital marketing training company at the "Client's" own cost.

- 9.21. The "Provider" may in its absolute discretion place a limit on the amount of clients it permits to register into the "Training" and in the event the "Provider" places a limit on the number of clients it permits enrol in the "Training" then that number shall refer to "active" clients only;
- 9.22. The "Client" acknowledges that an "Active" client is a "Client" who has enrolled in the "Training" and obtains a "referral fee" for one property settlement per calendar month for 12 consecutive months;

10. Service of Notice

- 10.1. A party to this "Agreement" may serve a Notice upon the other party to this "Agreement" by:
 - 10.1.1 Personal service on the other party; or
 - 10.1.2 Pre-paid post to the other party at the address shown in the Covering Particulars to this "Agreement" for that party; or
 - 10.1.3 By facsimile to the facsimile number of the address shown on the Covering Particulars; or
 - 10.1.4. By sending it by email to the email address of the address shown on the Covering Particulars.
- 10.2. Service is effected two (2) days after posting, if a Notice or Request is posted.

11. Tutoring

- 11.1. The "Provider" shall provide "Training" to the "Client" in accordance with its own requirements.

12. Commissions, Payments and Referral Fees

- 12.1. The "Client" shall use the "Training" to generate enquiries from third parties ("Data"), by following the training provided by the "Provider" and the internet marketing and/or social media marketing training provider.
- 12.2. The "Client" shall refer the "Data" to the "Provider" and the provider shall:
 - 12.2.1 Contact the "Data" and qualify the "Data" to establish if it has the ability to purchase from the "Provider" inventory;
 - 12.2.2 The "Client" shall be paid referral fees under the terms of this "Agreement", where the "Data" makes a purchase.
 - 12.3 Where the "Provider" receives a lesser referral fee for a service, program or property settlement than the fees it receives prior to the time the "Client" agreed to the "Terms and Conditions" and/or enrolled in the "Training", then the "Client" shall receive a lesser fee pro rata than the fees outlined in this "Agreement" based on the total the "Provider" has received for the same service, program or property settlement prior to this "Agreement".
 - 12.4 The "Provider" shall pay to the "Client" a referral fee inclusive of GST provided the client is GST registered. All fees outlined in this "Agreement" are inclusive of GST.
 - 12.5 The "Client" must comply with GST obligations as determined by law.
 - 12.6 The "Client" is responsible for its own taxes including GST and its own insurances.
 - 12.7 Where for any reason the "Provider" only receives part of its referral fees from its developers and or builders for a property purchased by the "Data" for which the "Client" is due a referral fee under the terms of this "Agreement", then the "Client" shall only be entitled to part of its referral fee from the "Provider" calculated pro rata.
 - 12.7.1 If the "Provider" then receives the balance of its referral fees at a later stage then the "Provider" shall pay the balance pro rata of the referral fees due to the "Client".
 - 12.8 The "Provider" in its absolute discretion permits the "Client" to promote other products and training programs under this "Agreement" and the "Client" shall receive referral fees for those programs provided that the purchaser was sourced by the "Client" and is not or was not at the time of the enquiry to the "Client", a client of the "Provider".
 - 12.9 The "Client" acknowledges that a referral fee is only paid once by the "Provider" for each purchase or service from its inventory (including but not limited to any property settlement fees it receives) therefore where another agency, client, trainee, contractor or any person, company, entity or individual purchases a referral fee from the "Provider" for which the "Client" is claiming a referral fee, then the "Provider" shall in its absolute discretion decide whether or not the "Client" is due a referral fee under the terms of this "Agreement" in its absolute discretion, and in the event the "Provider" pays a referral fee to another agency, client, trainee, contractor or any person, company, entity or individual for a specific purchase for which the "Client" is claiming a referral fee, then the "Client" shall not receive the referral fee in part or whole.
 - 12.9.1 The "Client" hereby acknowledges that the "Company" is under contract to other clients who may claim referral fees from the "Provider" and where those fees are paid to another agency, client, trainee, contractor or any person, company, entity or individual in the "Provider's" absolute discretion, the "Client" shall not be paid its referral fee in part or whole.
 - 12.9.2 Where there are multiple claims for a referral fee with a claim for a referral fee being lodged by the "Client" and a claim for the same referral fee by another agency, client, trainee, contractor or any person, company, entity or individual who is not party to this "Agreement" then the "Provider" shall in its absolute discretion determine which claim to honour and if it is decided by the "Provider" in its absolute discretion that the "Client" shall not receive a referral fee, then the "Client" shall not receive that referral fee and shall have no further claim for that referral fee;
 - 12.9.3 For the "Client" to claim a referral fee, the "Provider" must have received its payment in full and where the "Provider" is required to refund a purchaser then the "Provider" shall clawback the monies it paid to the "Client";
 - 12.10 The "Client" shall be entitled to claim referral fees as under the terms of this "Agreement" outlined in the "Tiers" as follows:

Tier 1 (one) referral fee for 1st property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 2nd property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 3rd property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 4th property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 1st "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 2nd "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 3rd "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 4th "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (two) referral fee for 5th property settlement \$6,500 plus \$6,500 (GST inclusive if applicable);
Tier 2 (two) referral fee for 6th property settlement \$6,500 (GST inclusive if applicable);
Tier 2 (two) referral fee for 7th property settlement \$6,500 plus \$3,000 (GST inclusive if applicable);
Tier 2 (two) referral fee for 8th property settlement \$6,500 plus \$3,000 (GST inclusive if applicable);
Tier 2 (one) referral fee for 5th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 2 (one) referral fee for 6th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 2 (one) referral fee for 7th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 2 (one) referral fee for 8th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 3 (three) referral fee for 9th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 10th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 11th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 12th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 9th "Property Options Program" \$1,500 (GST inclusive if applicable);
Tier 3 (three) referral fee for 10th "Property Options Program" \$1,500 (GST inclusive if applicable);
Tier 3 (three) referral fee for 11th "Property Options Program" \$1,500 (GST inclusive if applicable);
Tier 3 (three) referral fee for 12th "Property Options Program" \$1,500 (GST inclusive if applicable);
 - 12.10.1 Tier 3 (three) referral fees will be paid for all further referrals;
 - 12.10.2 Where GST is not applicable, the referral fees will be paid less the GST component in the above mentioned amounts.
 - 12.10.3 Referral fees for educational programs and workshops as follows;

"Ultimate Coaching Program" referral fee \$10,000 for the first referral and \$5,000 per referral thereafter (GST inclusive if applicable);
"Limitless" referral fee \$500 (GST inclusive if applicable);
"Evolve" referral fee \$500 (GST inclusive if applicable);
"Under the Spotlight" referral fee \$1,000 (this program is only available to be purchased at times determined by the "Provider") (GST inclusive if applicable);
"Intensify" 3 Day Workshop" referral fee \$500 (GST inclusive if applicable);
 - 12.10.4 Where GST is not applicable, the referral fees will be paid less the GST component in the above mentioned amounts.
- 12.11. In the event the "Client" refers a potential business partner to the "Provider" to participate in the "Training" and where that client enrolls to participate in the "Training" this new partner will be known as an "Advanced Partner";
- 12.11. In the event the "Client" refers an "Advanced Partner" to the "Provider" and that "Advanced Partner" enrolls with the "Provider" as an "Advanced Partner" and pays the cost in full to attend the "Training" then the "Client" is entitled to a part referral pursuant to Clause 12 of this "Agreement" as follows;

\$2,000 per property settlement;
\$200 for all other programs.
- 12.12. The "Client" acknowledges that the "Provider" has the right to increase the costs of any of its programs, workshops, events or training in its absolute discretion and the "Client" may not receive additional or increased referral fees, and if it does still do so at the absolute discretion of the "Provider".
- 12.12.1 The "Client" may use its training and education and the processes it learns or is directly involved in as long as that business in no way competes with the "Providers" business or promotes similar training, products, processes, investment strategies or products as the "Provider".
- 12.12.2 The "Client" is permitted to use the "Training" to affiliate with other companies worldwide as long as that affiliates products or services are not similar to those offered by the "Provider".

13. Obligations

13. From time to time the "Provider" may instruct the "Client" to make changes to its website, or to promote the "Providers" current or new programs or workshops under the terms of this "Agreement" and the where the "Client" does not make those changes or participate in any promotional activity, then the "Agreement" and the "Training" may be suspended and shall remain suspended until the "Client" has made the changes.
- 13.1 The "Client" shall have the opportunity to build a database of clients (online or personal enquiries) and those client details ("data") and the benefit of that "Data" shall belong to the "Client" and that same "Data" shall be retained and owned by the "Provider" therefore both the "Provider" and "Client" shall grow their separate databases, and each shall own the "Data" as though the "Data" where belonging to each jointly and severally; and
- 13.1.2 The "Client" does not have the right to sell its data for four (4) years from the date of this "Agreement" and in the event the "Client" decides to sell its database it shall allow the "Provider" the right to buy the database and where the "Client" has received an offer from a third party to purchase its database, the "Client" shall allow the "Provider" to purchase the database for the equal amount of any offer from a third party; and
- 13.1.3 The "Provider" shall enjoy the full benefit of the "Data" ongoing in the event the "Client" has sold its "Data", or if this "Agreement" is ended then the "Provider" shall continue unrestricted to communicate and promote itself to the "Data" as it sees fit.

14. Schedule Overview

- 14.1. The Schedule outlines the name, contact details and address of the "Client";
- 14.2. The Schedule outlines the investment cost to the "Client" for their enrolment in the "Training" under the "Terms and Conditions" of this "Agreement";
- 14.3. The Schedule outlines that GST is included in the overall cost.

- 12.1 Contact the "Data" and qualify the "Data" to establish if it has the ability to purchase from the "Provider" inventory;
 - 12.2 The "Client" shall be paid referral fees under the terms of this "Agreement", where the "Data" makes a purchase.
 - 12.3 Where the "Provider" receives a lesser referral fee for a service, program or property settlement than the fees it receives prior to the time the "Client" agreed to the "Terms and Conditions" and/or enrolled in the "Training", then the "Client" shall receive a lesser fee pro rata than the fees outlined in this "Agreement" based on the total the "Provider" has received for the same service, program or property settlement prior to this "Agreement".
 - 12.4 The "Provider" shall pay to the "Client" a referral fee inclusive of GST provided the client is GST registered. All fees outlined in this "Agreement" are inclusive of GST.
 - 12.5 The "Client" must comply with GST obligations as determined by law.
 - 12.6 The "Client" is responsible for its own taxes including GST and its own insurances.
 - 12.7 Where for any reason the "Provider" only receives part of its referral fees from its developers and or builders for a property purchased by the "Data" for which the "Client" is due a referral fee under the terms of this "Agreement", then the "Client" shall only be entitled to part of its referral fee from the "Provider" calculated pro rata.
 - 12.7.1 If the "Provider" then receives the balance of its referral fees at a later stage then the "Provider" shall pay the balance pro rata of the referral fees due to the "Client".
 - 12.8 The "Provider" in its absolute discretion permits the "Client" to promote other products and training programs under this "Agreement" and the "Client" shall receive referral fees for those programs provided that the purchaser was sourced by the "Client" and is not or was not at the time of the enquiry to the "Client", a client of the "Provider".
 - 12.9 The "Client" acknowledges that a referral fee is only paid once by the "Provider" for each purchase or service from its inventory (including but not limited to any property settlement fees it receives) therefore where another agency, client, trainee, contractor or any person, company, entity or individual purchases a referral fee from the "Provider" for which the "Client" is claiming a referral fee, then the "Provider" shall in its absolute discretion decide whether or not the "Client" is due a referral fee under the terms of this "Agreement" in its absolute discretion, and in the event the "Provider" pays a referral fee to another agency, client, trainee, contractor or any person, company, entity or individual for a specific purchase for which the "Client" is claiming a referral fee, then the "Client" shall not receive the referral fee in part or whole.
 - 12.9.1 The "Client" hereby acknowledges that the "Company" is under contract to other clients who may claim referral fees from the "Provider" and where those fees are paid to another agency, client, trainee, contractor or any person, company, entity or individual in the "Provider's" absolute discretion, the "Client" shall not be paid its referral fee in part or whole.
 - 12.9.2 Where there are multiple claims for a referral fee with a claim for a referral fee being lodged by the "Client" and a claim for the same referral fee by another agency, client, trainee, contractor or any person, company, entity or individual who is not party to this "Agreement" then the "Provider" shall in its absolute discretion determine which claim to honour and if it is decided by the "Provider" in its absolute discretion that the "Client" shall not receive a referral fee, then the "Client" shall not receive that referral fee and shall have no further claim for that referral fee;
 - 12.9.3 For the "Client" to claim a referral fee, the "Provider" must have received its payment in full and where the "Provider" is required to refund a purchaser then the "Provider" shall clawback the monies it paid to the "Client";
 - 12.10 The "Client" shall be entitled to claim referral fees as under the terms of this "Agreement" outlined in the "Tiers" as follows:

Tier 1 (one) referral fee for 1st property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 2nd property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 3rd property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 4th property settlement \$6,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 1st "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 2nd "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 3rd "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (one) referral fee for 4th "Property Options Program" \$1,000 (GST inclusive if applicable);
Tier 1 (two) referral fee for 5th property settlement \$6,500 plus \$6,500 (GST inclusive if applicable);
Tier 2 (two) referral fee for 6th property settlement \$6,500 (GST inclusive if applicable);
Tier 2 (two) referral fee for 7th property settlement \$6,500 plus \$3,000 (GST inclusive if applicable);
Tier 2 (two) referral fee for 8th property settlement \$6,500 plus \$3,000 (GST inclusive if applicable);
Tier 2 (one) referral fee for 5th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 2 (one) referral fee for 6th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 2 (one) referral fee for 7th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 2 (one) referral fee for 8th "Property Options Program" \$1,400 (GST inclusive if applicable);
Tier 3 (three) referral fee for 9th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 10th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 11th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 12th property settlement \$7,000 (GST inclusive if applicable);
Tier 3 (three) referral fee for 9th "Property Options Program" \$1,500 (GST inclusive if applicable);
Tier 3 (three) referral fee for 10th "Property Options Program" \$1,500 (GST inclusive if applicable);
Tier 3 (three) referral fee for 11th "Property Options Program" \$1,500 (GST inclusive if applicable);
Tier 3 (three) referral fee for 12th "Property Options Program" \$1,500 (GST inclusive if applicable);
 - 12.10.1 Tier 3 (three) referral fees will be paid for all further referrals;
 - 12.10.2 Where GST is not applicable, the referral fees will be paid less the GST component in the above mentioned amounts.
 - 12.10.3 Referral fees for educational programs and workshops as follows;

"Ultimate Coaching Program" referral fee \$10,000 for the first referral and \$5,000 per referral thereafter (GST inclusive if applicable);
"Limitless" referral fee \$500 (GST inclusive if applicable);
"Evolve" referral fee \$500 (GST inclusive if applicable);
"Under the Spotlight" referral fee \$1,000 (this program is only available to be purchased at times determined by the "Provider") (GST inclusive if applicable);
"Intensify" 3 Day Workshop" referral fee \$500 (GST inclusive if applicable);
 - 12.10.4 Where GST is not applicable, the referral fees will be paid less the GST component in the above mentioned amounts.
- 12.11. In the event the "Client" refers a potential business partner to the "Provider" to participate in the "Training" and where that client enrolls to participate in the "Training" this new partner will be known as an "Advanced Partner";
- 12.11. In the event the "Client" refers an "Advanced Partner" to the "Provider" and that "Advanced Partner" enrolls with the "Provider" as an "Advanced Partner" and pays the cost in full to attend the "Training" then the "Client" is entitled to a part referral pursuant to Clause 12 of this "Agreement" as follows;

\$2,000 per property settlement;
\$200 for all other programs.
- 12.12. The "Client" acknowledges that the "Provider" has the right to increase the costs of any of its programs, workshops, events or training in its absolute discretion and the "Client" may not receive additional or increased referral fees, and if it does still do so at the absolute discretion of the "Provider".
- 12.12.1 The "Client" may use its training and education and the processes it learns or is directly involved in as long as that business in no way competes with the "Providers" business or promotes similar training, products, processes