

Wealth Training Pty Ltd, 1st August, 2015.

## Wealth Training Business Owner Application and Agreement

Australia

Wealth Training Compliance Department

In accordance with the terms and conditions herein, I,  
\_\_\_\_\_ (print name), as of today,  
\_\_\_\_\_ (print date), hereby submit my Independent Business Owner Application and Agreement to become and Independent Business Owner, (hereinafter referred to as “Business Owner” with Wealth Training Pty Ltd, (hereinafter referred to as “Wealth Training” or “Company”); this agreement may be cancelled without penalty within 10 days of the date of electronic signature; submission.

### PART I. INDEPENDENT BUSINESS OWNER AGREEMENT SECTION 1 Definitions:

1.1 The Business Owner Agreement (“Agreement”) consists of (1) the Independent Business Owner Application, including its Terms and Conditions (“Business Owner Application”); (2) the Wealth Training Compliance Guide, A Statement of Policies and Procedures (“Compliance Guide”); (3) the Wealth Training Compensation (“Comp Plan”); and (4) subsequent amendments to any of the preceding documents.

1.2 Independent Business Owners, Trained Business Owners and Business Trainers are terms used throughout the Agreement; all are used to identify an authorised reseller of Wealth Training products and services; a person bound by this Agreement. Herein all referred to as IBO (Independent Business Owners’)

1.3 “Acceptance” shall be deemed to occur when Wealth Training first receives an application from a person who has decided to become a IBO.

1.4 “Breach”, “Default” and “Violation” mean an actual or alleged transgression or violation of any part of this Agreement.

1.5 “Cancel” or “Cancellation” means the expiration or termination of the Distribution Agreement between the IBO and Wealth Training; loss of the IBO’s business. Cancellation may be either voluntary or involuntary by either Wealth

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Training or a IBO through non-renewal, inactivity or breach of this Agreement.

1.6 The “Definitions” section of Wealth Training’s Compliance Guide is incorporated as a part of these Terms and Conditions.

1.7 “Downline” or “sales organisation” means the network of Independent Business Trainer’s who exist under another Business Trainer pursuant to the Agreement.

1.7.1 “Downline” or any similar reference is only used for simplicity purposes. Business Trainers understand that they do not have any ownership or possessory right, title or interest in any downline individual, entity, organisation or in any materials generated by Wealth Training or created by a IBO or any other individual or entity to the extent that it consists, in whole or in part, of any information about Wealth Training’s downlines or any part of the Agreement (b) the sole property interest of a Business Trainer with respect to downlines is the contractual right to receive compensations as set forth in the Agreement; and (c) that Wealth Training is the sole owner of any and all downline rights, titles, interests and materials.

1.8. “Eligibility”: IBO’s must be of legal age to enter into this agreement in the state or territory in which they reside; no one under 18 years of age may participate/enrol/apply. A person may only have an interest in one Business Ownership with the Company.

1.9 “Materials”, “Promotional Materials” or “a Publication” means any publication created or adopted by Wealth Training that is made available to IBO’s.

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2.0 "Start Up Kit", includes a one month subscription to all of the ongoing online business tools service which includes access to the Wealth Training business manager system itself, the data base management tools and conferencing calls, and also provides a customised company website; purchase of this kit also includes an automatic recurring subscription to all the subscriptions in the amount of \$133AU per month.

If you decide to cancel this \$133 monthly payment you will lose your team and your ability to train or allow others to join your business. You will need full access to these tools to be able to run your business and continue your business.

SECTION 2. ELIGIBILITY. By submitting your Business Owner Application, you warrant that you meet all of the eligibility requirements as described in section 1, 1.8.

SECTION 3. Term. The term of this Agreement is from the date of Wealth Training accept the application.

SECTION 4. Independent Contractor Status. IBO's shall be an independent contractor and not an employee, agent, partner, or franchisee of Wealth Training. Wealth Training is not responsible for withholding, and will not withhold or deduct from IBO's retail profit and business profits profit for taxes of any kind.

SECTION 5. Start-up Kit. No person is required to purchase Wealth Training products or services to become a IBO. However, to familiarise new Business Owners with Wealth Training products, services, sales techniques, sales aids, the purchase of a Business Owner Start- up Kit is required, where permitted by law; this kit is offered 'at cost' to the IBO This kit includes a one month subscription to all the business management tools which includes access to the Wealth Training business manager system itself and also provides a replicated company website. By purchasing the start-up kit, you are subscribing to the automatic monthly recurring subscriptions which will be billed to the credit card on file.

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I authorise Wealth Training to debit the c.c. on file each month in the amount of \$133AU until cancelled. You may cancel any of these subscriptions at any time; continued subscription to the customised database and conferencing calls is not mandatory nor a condition of this Agreement. However, for IBO'S who wish to order Wealth Training Products at wholesale prices the Business Manager Subscription is required. Requests to cancel must be received by the Company in writing; by emailing your request to support@realestateforprofit.freshdesk.com

We need TWO (2) weeks notice to cancel the monthly fee, please this is non-negotiable as we do not provide these software services from our company but rather we pay for these services to 3rd party providers on your behalf and we need to provide them with the same TWO (2) weeks notice for cancellation.

### SECTION 6. Legal Provisions Relative to the Agreement.

6.1 Any promises, representations, offers, or other communications of anyone that precede the effective date of this Agreement and that are not contained in this Agreement are of no legal force and effect as to this Agreement.

6.2 The Agreement may be amended from time-to-time at the sole discretion of Wealth Training. Notification of each amendment shall be effective upon publication of that amendment in a Wealth Training publication.

SECTION 7. No Rights to Transfer or Delegate. IBO's do not have any right to transfer or assign any rights or delegate any duties under the Agreement without the prior written consent of Wealth Training. Any attempt to transfer or assign the Agreement without the express written consent of Wealth Training is totally ineffective and void.

SECTION 8. Publicity Rights. Wealth Training is authorised to use IBO's name, photograph, personal story and/or likeness in advertising/ promotional materials while this Agreement is in effect and for the six consecutive months immediately after its cancellation. IBO's authorises and agrees to these Publicity Rights as described herein and waives all claims for remuneration for such use.

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SECTION 9. I understand that as a IBO:

9.1 I have the right, but am under no obligation, to purchase and resell Wealth Training products and services in accordance with the Agreement.

9.2 I have the right to enrol persons as IBO's of Wealth Training products in accordance with the agreement.

9.3 I have an obligation to train and motivate the IBO's in my downline marketing organisation if I elect to become a Business Trainer.

9.4 I have an obligation to comply with all federal, state and local laws, rules, and regulations.

9.5 I have an obligation to perform my obligations as an IBO with honesty and integrity in accordance with the Agreement.

SECTION 10. GOVERNING LAW; RESOLUTION OF DISPUTES:

10.1 The interpretation and enforcement of this agreement is governed by and shall be construed and interpreted in accordance with the laws of Australia, without giving effect to conflicts of law principles.

10.2 Except as provided for in 8, 8.3 of the Compliance Guide, all disputes between the parties that in any way are connected to or that arise out of this Agreement, shall be resolved by arbitration only as is more fully set out in the Policies and Procedures

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10.3 If either party to this Agreement believes that it will suffer irreparable damage as a result of the actions of the other party, it may seek injunctive relief, but only injunctive relief in any state or federal court by complying with the injunctive proceeding provisions in the Compliance Guide:

10.4 In the event that a dispute arises between the parties relating to either the terms of this agreement or the parties' relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the Australian Arbitration Association, or as agreed by the Parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by Company, one appointed by distributor and one appointed by two so appointed). The arbitrators will abide by the rules of the Australian Arbitration Association and judgment may be obtained on the award in any court of competent jurisdiction. Any mediation and arbitration will be conducted in Gold Coast, Australia.

### SECTION 11. Miscellaneous.

11.1 A faxed, digital or scanned e-mail copy of this Agreement shall be treated as an original in all respects.

11.2 I specifically authorise Wealth Training to communicate with me by electronic mail (email) for any business related purpose, including formal notices pursuant to the Agreement, at the email address I have entered on my online enrolment application.

By signing this Application, I agree to the Terms and Conditions and the Policies and Procedures as set forth herein. I represent that I have had full opportunity (a) to read the Independent Business Owner Application and Agreement, inclusive of the Wealth Training Compensation Plan and Wealth Training

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Compliance Guide, and agree to all Terms and Conditions of these documents set forth as the IBO Agreement, (b) to obtain guidance or advice from my own legal representative, and (c) to communicate with Wealth Training Corporate, directly, concerning any comments or questions about my understanding of this Agreement.

### SECTION 12: COMPANY OR DIRECTOR DISPUTES WITH IBO'S

Decisions by the directors of the company are FINAL.

In any matters, disputes, disagreements or any disruptions caused by IBO'S or unacceptable, malicious, underhanded or un-ethical behavior relating to the actions of business owners (IBO'S) or failure on the behalf of an IBO to follow directions or instruction from directors of the company, or any actions that may affect the directors of the company in a negative way or other business owners, the company (Wealth Training) and/or directors may revoke or suspend access to the business products and/or training and the offending IBO may be banned permanently from our business should this behavior endure, suspension may also apply to our products and events. This final decision will lie with the directors of Wealth Training Pty Ltd. Their decisions are FINAL.

Should we cancel your right to our products, training or events no refund will be provided by the company or referring business owners nor will you be able to attend any trainings.

By being an IBO and conducting a business within our framework you waive all rights to legal recourse or litigation against us or other business owners.

So play by the RULES. They are there to protect you.

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### SECTION 13: TESTIMONIALS, REVIEWS AND USE OF FILMED FOOTAGE.

If you give real estate for profit a video testimonial, audio testimonial or text testimonial you are at that point granting us licensing rights to use the likeness of your voice and image on all websites owned by real estate for profit as well as the websites of all business owners and wholesalers selling real estate for profit products.

By giving this testimonial you are releasing the ownership of the copyright and granting us permission to use this footage anyway we like.

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Wealth Training Pty Ltd

Peter Sun & Alex Ryan, Company Directors, Wealth Training Pty Ltd

(No Signature Needed)



# Wealth Training Pty Ltd Compliance Guide

compliance@realestateforprofit.com.au Updated 10/12/2015

## A STATEMENT OF POLICIES & PROCEDURES

Australian Compliance Department

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DEFINITIONS

1. INTRODUCTION

1.1 POLICIES INCORPORATED INTO IBO APPLICATION AND AGREEMENT

These Policies and Procedures (hereafter "Policies"), in their present form and as amended at the sole discretion of Wealth Training Pty Ltd (hereafter "Wealth Training" or the "Company") with whom the Independent Business Owner (hereafter IBO) entered into the Wealth Training Independent Business Owner Application and Agreement (hereafter "IBO Agreement"), are incorporated into, and form an integral part of, the IBO Agreement.

Throughout these Policies, when the term "Agreement" is used, it collectively refers to the IBO Agreement, these Policies, and the Compensation Plan.

These documents are incorporated by reference into the IBO Agreement (all in their current form and as amended by Wealth Training). It is the responsibility of each IBO to read, understand, adhere to, and ensure that he or she is aware of and operating under the most current version of these Policies.

When enrolling a new IBO, it is the responsibility of the enrolling Business Trainer to provide the most current version of these Policies to the applicant prior to his or her execution of the IBO Agreement.

## 1.2 PURPOSE OF POLICIES

Wealth Training has developed the following guidelines to assist in the success of Wealth Training and its IBOs. These Policies will help provide the following benefits:

Protect the rights of all IBOs and by providing a framework within which each IBO may work in an ethical, effective and safe manner. Provide an equal and level playing field of opportunity to all Wealth Training IBOs.

Define the contractual relationship between Wealth Training and its IBO's  
Inform IBOs regarding compliance issues and regulatory requirements.

Wealth Training requires that all IBOs understand and abide by these Policies and Procedures as we work together in promoting the Wealth Training products and opportunity.

## 1.3 CHANGES TO THE IBO AGREEMENT, POLICIES AND PROCEDURES, OR COMPENSATION PLAN

Because federal, state, and local laws, as well as the business environment, periodically change, Wealth Training reserves the right to amend the Agreement and the prices in its Wealth Training Product Price List in its sole and absolute discretion.

By signing the IBO Agreement, a IBO agrees to abide by all amendments or modifications that Wealth Training elects to make. Notification of amendments shall appear in Official Wealth Training Materials. Amendments shall be effective upon publication in Official Wealth Training Materials including but not limited to, posting on the IBO's home page, E-mail distribution, announcement on the live training calls, or any other commercially reasonable method. The continuation of a Wealth Training IBO Ownership acceptance of retail profits, and or business profits constitutes acceptance of any and all amendments.

## 1.4 DELAYS

Wealth Training shall not be responsible for delays and failures in performance of its obligations when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labor difficulties, riot, war, fire, flood, death, curtailment of a party's source of supply, or government decrees or orders.

## 1.5 POLICIES AND PROVISIONS SEVERABLE

If any provision of the Agreement, in its current form or as may be amended, is found to be invalid, or unenforceable for any reason, only the invalid portion(s) of the provision shall be severed and the remaining terms and provisions shall remain in full force and effect and shall be construed as if

such invalid, or unenforceable provision never comprised a part of the Agreement.

## 1.6 TITLES NOT SUBSTANTIVE

The titles and headings in the Agreement are for reference purposes only, and do not constitute, and shall not be construed as, substantive terms of the agreement.

## 1.7 WAIVER

Wealth Training never gives up its right to insist on compliance with the Agreement and with the applicable laws governing the conduct of a business. No failure of Wealth Training to exercise any right or power under the Agreement or to insist upon strict compliance by a IBO with any obligation or provision of the Agreement, and no custom or practice of the parties at variance with the terms of the Agreement, shall constitute a waiver of Wealth Training's right to demand exact compliance with the Agreement. Waiver by Wealth Training can be effectuated only in writing by an authorised officer of the Company.

Wealth Training's waiver of any particular breach by a IBO shall not affect or impair the company's rights with respect to any subsequent breach, nor shall it affect in any way the rights or obligations of any other IBO. Nor shall any delay or omission by Wealth Training to exercise any right arising from a breach affect or impair the company's rights as to that or any subsequent breach. The existence of any claim or cause of action of a IBO against Wealth Training shall not constitute a defence to Wealth Training's enforcement of any term or provision of the Agreement.

## 2. BECOMING A IBO

### 2.1 RULES OF CONDUCT Each IBO promises to:

Conduct themselves and their business dealings honestly, morally, and legally. Keep their activities honourable to reflect well of themselves and of the company. Speak well of Wealth Training, as well as competitors. Honestly present the product in keeping with what is set forth in the Wealth Training literature including reference to results and benefits.

Explain the Compensation Plan honestly and completely as set forth in the Wealth Training materials. Except as specifically authorised in writing by the company, make no statement as to income potential of the Wealth Training Compensation Plan, nor make any statement as to specific income or revenue figures that can be earned by a IBO.

A Trained Business Owner may apply to become a Business Trainer. On acceptance by Wealth Training a Business Trainer must take their training

responsibilities seriously including readily training, aiding, and supporting those in their Business. A Business Trainer must be subscribed to all subscriptions offered by Wealth Training in the Automated Business Management Tools, which includes the Personalised Customer Database Management, and the Weekly Conferencing Call subscription to maintain their Business Trainer status with Wealth Training. The Business Trainer must understand how each of these tools function and be able to train other IBO's how to use them.

Abide by the Product guarantee and return policies for both personal purchases and sales to retail and business customers; holding aside all retained profits for the applicable cooling off and refund periods. Respect the professional relationships between Wealth Training and any of its featured speakers, personalities, advisors, endorsers or affiliates by speaking of them appropriately as set forth in the Wealth Training policies and refraining from making contact with them.

Direct all media inquiries to Wealth Training; a Wealth Training IBO does not have authorisation to communicate with any media personnel on behalf of the company for any reason.

Maintain a healthy distance between other IBOs to avoid a conflict of interest. Adhere to the agreement between themselves and Wealth Training as set forth in all the company's policies and applications. Conduct their business professionally to help protect the Wealth Training IBO opportunity for all.

## 2.2 REQUIREMENTS TO BECOME A IBO

To become a Wealth Training IBO, each applicant must:

- Be of minimum legal age in their state and country of operation to enter into an enforceable contract; no less than 18 years of age;
- Reside in Australia, New Zealand or other countries where Wealth Training is doing business;
- Submit a properly completed and electronically signed IBO Application and Agreement to Wealth Training via the online enrolment process through the webinar website [www.therealestatewebinar.com](http://www.therealestatewebinar.com) (the Company reserves the right to reject any applications for new IBO's at its sole discretion); and pay to register as a new IBO;
- A person who is not old enough in their state or country of operation to enter into an enforceable contract may not be a Wealth Training IBO. Business Trainers shall not enrol or recruit such persons into the Wealth Training IBO Business.

## 2.3 INVENTORY AND AUTOMATED BUSINESS MANAGEMENT TOOLS

No person is required to purchase Wealth Training products or services to become a IBO. However, to familiarise new IBO's with Wealth Training products, services, sales techniques, sales aids, the purchase of the Automated Business Management tools is required, where permitted by law; this kit is offered to the IBO for a cost of \$133AU. This kit includes a one month subscription to Automated Business Management Tools service which includes access to the Wealth Training Business Manager, Weekly Conferencing Calls, Personalised Customer Database Management Software and also provides a personalised website; purchase of these tools also includes an automatic recurring subscription to the automated business management tools subscriptions in the amount of \$133AU per month which will be billed to your credit card on file. You may cancel this subscription or part there of at any time; continued subscription of the Automated Business Management Tools is not mandatory nor a condition of this Agreement. Requests to cancel must be received by the Company in writing.

## 2.4 IBO BENEFITS

Once a IBO Agreement has been accepted by Wealth Training the benefits of the Compensation Plan and the IBO Agreement are available to the new IBO. The IBO is authorised, but not obliged, to purchase and re-sell the products of the company subject to the terms of the Agreement.

IBO benefits, include the right to:

- Purchase Wealth Training products and services at the wholesale price;
- Retail Wealth Training products or resell services as explained in the Compensation Plan; described on the Wealth Training website and profit from these sales;
- Participate in the Wealth Training Compensation Plan and receive retail profit;
- Enrol other individuals as retail customers in accordance with the Wealth Training's Compensation Plan;
- Receive periodic Wealth Training communications;
- Participate in Wealth Training - sponsored support service training, motivational and recognition functions, upon payment of appropriate charges, if applicable; and
- Participate in promotional and incentive contests and programs sponsored by Wealth Training for its IBOs.

## 2.5 RENEWAL OF YOUR WEALTH TRAINING IBO AGREEMENT

The term of the IBO Agreement is the date of its acceptance by Wealth Training through January 31st of the subsequent calendar year of enrolment. IBOs must renew their IBO Agreement each year by completing the renewal process, including review of the company policies and paying an annual renewal fee as determined by the Company on or before January 31st of every year; the renewal period will begin each year on January 1st. Such

renewal fee funds are consideration for the Company's provision to the IBO for ongoing sales and marketing materials, support in written, electronic, audio, video and online media formats. If the renewal fee is not paid within thirty one (31) days after the expiration of the current term of the IBO Agreement, Wealth Training may cancel the IBO Agreement. Anyone entering into this Agreement on August 1st or later during any calendar year is subject to completion of the renewal process however any renewal fee due for the first subsequent year following the year of enrolment will be waived.

### 3. OPERATING A WEALTH TRAINING IBO BUSINESS

#### 3.1 ADHERENCE TO THE WEALTH TRAINING IBO COMPENSATION PLAN

IBOs must adhere to the terms of the Compensation Plan as set forth in Official Wealth Training Materials. IBOs shall not offer the Wealth Training opportunity through, or in combination with, any other system, program, or method of marketing other than that specifically stated in Official Wealth Training Materials. IBOs shall not require or encourage other current or prospective customers or IBOs to participate in Wealth Training in any manner that varies from the program as set forth in Official Wealth Training Materials. IBOs shall not require or encourage other current or prospective customers or IBOs to execute any agreement or contract other than official Wealth Training agreements and contracts in order to become a Wealth Training IBO. Similarly, IBOs shall not require or encourage other current or prospective customers or IBOs to make any purchase from, or payment to, any individual or other entity to participate in the Wealth Training Compensation Plan other than those purchases or payments identified as recommended or required in Official Wealth Training Materials.

#### 3.2 ADVERTISING

Each IBO shall safeguard and promote the good reputation of Wealth Training and its products. The marketing and promotion of Wealth Training, the Wealth Training IBO opportunity, the Compensation Plan, and Wealth Training products and services shall be consistent with the public interest, and must avoid all discourteous, deceptive, misleading, unethical or immoral conduct or practices. Wealth Training specifically prohibits the use of mass unsolicited telephone autodialing, faxing, e-mail ("spam"), and "boiler-room" telemarketing operations. To promote both the products and the opportunity Wealth Training offers, IBOs must use the sales aids and support materials produced by Wealth Training. If Wealth Training IBOs develop their own sales aids and promotional materials (which includes Internet advertising), notwithstanding IBO's good intentions, they may unintentionally violate any number of statutes or regulations affecting a Wealth Training IBO business. These violations, although they may be relatively few in numbers, could jeopardise the Wealth Training IBO opportunity for all IBOs. Accordingly, IBOs must submit all written sales aids, promotional materials, advertisements,



websites and other literature to the Wealth Training Compliance Department for approval prior to use; unless the IBO receives specific written approval to use the material, the request shall be deemed denied.

### 3.2.1 WEBSITE

The Company maintains an official corporate website. IBOs are provided with a website by the company by paying Wealth Training \$47AU per month. Wealth Training maintains ownership of this website if the IBO ends its subscription with the company. If a IBO creates a website, the website must be approved by the Wealth Training and must comply with all general advertising standards. No IBO website may contain guarantees of income. No website may contain misrepresentations of products, services or opportunity. No IBO may link an unapproved website to an approved corporate website. Depending on the content of the material, additional disclosures may be required.

#### Disclosures:

- “I would like to learn more, please contact me and provide more information about your amazing business opportunity and the award winning products and services available.” (should appear in the contact/reply section of all websites);
- We respect your right to privacy and comply with the Information Privacy Act 2000(Vic), Federal Privacy Act, among others. Personal information voluntarily disclosed including, but not limited to, name, address, telephone number, e-mail address will not be sold, rented, swapped or otherwise disclosed and will be used by us for the purpose of contacting you with information about our products, services or business opportunity as requested;
- No incomes are represented or guaranteed in any amount for any participant. Some IBOs will earn no money at all in this program. Any experience shared may be unique to the individuals sharing them and should not be taken as guarantees of success for others. Results of participation may vary widely;
- Testimonials – The testimonials presented are applicable to the individuals depicted and may not be representative of the experience of others. The testimonials are not paid and are not indicative of future performance or success;
- Internet businesses and earnings derived therefrom, have unknown risks involved, and are not suitable for everyone. Making decisions based on any information presented in our products, services, or web site, should be done only with the knowledge that you could experience significant losses, or make no money at all. Only risk capital should be used.
- Being a IBO is not suitable for the risk adverse or individuals who are or ever have been mentally unstable or unwell or do not have the ability to

handle the inevitable stress that results from taking on a new business venture.

- While Wealth Training offers training and support for its IBOs, Wealth Training cannot make someone successful. The business model, support structure and tools cannot make you successful without your substantial and sustained effort. All IBO successes are the result of their own hard work and tenacity and a willingness to accept the responsibility for learning new skills and developing themselves as a business professional and leader.

General Standards of Advertising include:

- All communications must be truthful, fair and accurate.
- Guarantees or promises of specific results are prohibited.
- Exaggerated, unwarranted, misleading or deceptive statements are prohibited.
- No advertisement may imply that a “job” or “position” is available;
- Income disclosure and a privacy statement are required on all websites and certain marketing campaigns;
- It is prohibited to use any public verbal or written statement on behalf of the company. This could be construed as a reflection of the official position of the Company.

### 3.2.3 BUSINESS CARDS AND STATIONERY

Any printed materials, including business cards and stationery, must be approved by the Company in advance. Criteria for approving these materials will include a judgment regarding the quality of the materials as well as properly setting forth the independent status of the IBO.

### 3.2.3 COMPLIANCE TO GOVERNING LAW

IBOs who are operating another home based business, network marketing business, MLM business or any other business that provides an income opportunity governed by the same laws and rules as direct selling / network marketing / Multi Level Marketing, must operate that business in accordance of the regulations set forth by the ACCC and other governing bodies and with the same standard of ethics, professionalism and compliance as set forth in this agreement. This would include personal conduct and behaviour, marketing, advertising and presentation of the opportunity.

### 3.3 REFERRAL SALES

It is unlawful to persuade a consumer to buy goods or services by promising benefits for assisting the supply of goods or services to other customers:

(a) a consumer is persuaded to buy goods or services by promises of a rebate, commission or other benefit for supplying information that helps the trader sell to other consumers, and

(b) the consumer does not get the promised benefit unless some other event happens after the agreement is made—for example, other consumers also have to buy the goods or services from the same supplier. It is not 'referral selling' for a supplier to promise a benefit for simply providing the names of consumers or helping the trader supply goods.

### 3.4 TELEMARKETING TECHNIQUES

The use of any automated telephone solicitation equipment or "boiler-room" telemarketing operations in connection with the marketing or promotion of Wealth Training, its products or the opportunity, is prohibited.

The ACCC, Australian Consumer Law (ACL), among others, each has laws that restrict telemarketing practices. Both federal agencies (as well as a number of states) have "do not call" regulations as part of their telemarketing laws. Although the Company does not consider IBOs to be "telemarketers" in the traditional sense of the word, these government regulations broadly define the term "telemarketer" and "telemarketing" so that your inadvertent action of calling someone whose telephone number is listed on the federal "do not call" registry could cause you to violate the law. Moreover, these regulations must not be taken lightly, as they carry significant penalties.

Therefore, IBOs must not engage in telemarketing in the operation of their Company businesses. The term "telemarketing" means the placing of one or more telephone calls to an individual or entity to induce the purchase of a Company product or service, or to recruit them for the Company opportunity. "Cold calls" made to prospective customers or IBOs that promote either Company products or services or the Company opportunity constitute telemarketing and are prohibited. However, a telephone call(s) placed to a prospective retail customer or IBO (a "prospect") is permissible under the following situations but should be advised that if a sale of good or services is a result, it could be considered an unsolicited sale and must be processed according to the governing regulations (3.4.1., 3.4.2):

- a) You may call family members, personal friends, and acquaintances. An "acquaintance" is someone with that you have had at least a recent first-hand relationship within the preceding three (3) months. Bear in mind, however, that if you make a habit of "card collecting" with everyone you meet and subsequently calling them, the ACL may consider this a form of telemarketing that is not subject to this exemption. Thus, if you engage in calling "acquaintances," you must make such calls on an occasional basis only and not make this a routine practice.
- b) The prospect's personal inquiry or application regarding a product or service offered by the IBO, within the three (3) months immediately preceding the date of such a meeting.
- c) If the IBO has an established business relationship with the prospect. An "established business relationship" is a relationship between a IBO and a

prospect based on the prospect's purchase, rental or lease of goods or services from the IBO, or a financial transaction between the prospect and the IBO within the eighteen (18) months immediately preceding the date of a telephone call to induce the prospect's purchase of a product or service.

d) If the IBO receives written and signed permission from the prospect authorising the IBO call, the authorisation must specify the telephone number(s) the IBO is authorised to call.

e) In addition, IBOs shall not use automatic telephone dialling systems relative to the operation of their Company businesses. The term "automatic telephone dialling system" means equipment which has the capacity to (a) store or produce telephone numbers to be called, using a random or sequential number generator, and (b) to dial such numbers.

### 3.4.1 DEFINITION OF SOLICITED SALES AND UNSOLICITED SALES (PER AUSTRALIAN CONSUMER LAW)

"A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be 'solicited sales'; sales made without invitation from the Consumer to the Seller/Supplier are considered to 'unsolicited sales'.

Purchases made from a retail store, kiosk, trade show or that are a result of a Consumer responding to advertising and/or requesting information are examples of 'solicited sales' as the Consumer has solicited goods or services from the Seller/ Supplier.

Purchases made as a result of telemarketing, doorstep selling, spam email, home parties (unless disclosure of intent to sell has been made), or any other uninvited sales method are considered to be 'unsolicited sales'. A sale will also be considered an 'unsolicited sale' as follows:

The Consumer / Customer give his / her contact details to the supplier for the purpose (for example, direct sale career opportunity) and then the supplier contacts the Customer for another purpose (this could be in addition to or in place of the purpose such as promoting products)

Or The Consumer / Customer returns a missed call from the Supplier or responds to any unsuccessful attempt from the Supplier to contact the Customer (this could be construed in ways other than the obvious as no mention of whether the Consumer or the Supplier made the initial contact). For the purpose of the following, it is perceived that implied initial contact is made by Supplier."

### 3.4.2 UNSOLICITED SALES REGULATIONS

Any sale made in Australia, which is determined to be an unsolicited sale, must adhere to governing regulations. A Seller/Supplier can't promote goods or services on a Sunday. If Customer wants to purchase goods or services, Seller must:

- tells Customer (s)he wants to sell products;
- advises Customer that if (s)he requests, Seller must immediately leave;
- tells Customer her/his name and address;
- If Customer asks Seller to leave, (s)he must leave and not approach Customer about any goods or services available from the Company she solicited to the Customer for at least 30 days but she can contact Customer about another company's products during that period.

Seller must follow these terms:

- Customer can cancel her purchase within 10 clear business days;
- Customer must be informed of this right and how to cancel the agreement; Customer must be told that products can't be supplied nor payment accepted for 10 clear business days, and she must also be given this information in writing; this information has to be "attached" to the purchase agreement, transparent (clear, plain, understandable language) and in the most prominent text except for Seller's name or logo.
- Seller and Customer must each sign the purchase agreement and Customer immediately be given a copy, and both also have to sign any alteration.
- Seller must be sure the purchase agreement conspicuously, prominently and transparently sets out her name, her ABN or ACN, business (her residential) address, email address and fax number;
- Sets out the "full terms" of the agreement including the purchase price (s. 79(a) (i)) and any her right to cancel the agreement, and includes this text:  
Important Notice to Consumer:

You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

Details about your additional rights to cancel this agreement are set out in the information attached to this agreement.

The front page is signed by Customer and dated.

Seller must also ensure Customer gets a notice that she can use to cancel the agreement, and is in a form approved by the Minister.

If the customer decides to cancel the agreement they do not have to use the approved notice and can cancel the agreement in writing or orally.

### 3.5 TRADEMARKS AND COPYRIGHTS

The name Wealth Training Pty Ltd, and other names as may be adopted by Wealth Training are proprietary trade names, domain names, trademarks and service marks of Wealth Training. As such, these marks are of great value to Wealth Training and are supplied to IBOs for their use only in an expressly authorised manner. Use of the Wealth Training name or any form thereof,

including their use as or within Internet domain names, on any item not produced by the Company is prohibited. Use of the company name is permitted on business cards, email and stationary signatures or headers as follows:

#### IBO's Name

Wealth Training Independent Business Owner or Wealth Training Independent Trained Business Owner or Wealth Training Independent Business Trainer (depending on level acquired through Wealth Training) Written approval from the Company must be acquired prior to the use of "Wealth Training" and/ or any of Wealth Training product names or likeness in his or her advertising, the IBO must identify the mark as the property of Wealth Training Pty Ltd. All IBOs may list themselves as an "Independent Wealth Training IBO" in the white or yellow pages of the telephone directory under their own name. No IBO may place telephone directory display ads using Wealth Training name or logo. IBOs may not answer the telephone by saying "Wealth Training" or in any other manner that would lead the caller to believe that he or she has reached Corporate Offices of Wealth Training. IBOs may not produce for sale, or any other purpose, any recorded Company events and speeches without written permission from Wealth Training; nor may IBOs reproduce for sale or for personal use any recording of Company-produced audio or video tape presentations. In accordance with a IBO's strict adherence to the foregoing instruction on the use of Wealth Training trademarks, the company grants to each IBO so adhering, a nonexclusive license (without any right to sub-license) to use said marks. Said license may be revoked at any time at the discretion of Wealth Training. The IBO agrees to notify Wealth Training promptly of any actual or suspected infringement of the intellectual property.

#### 3.6 MEDIA AND MEDIA INQUIRIES

IBOs must not attempt to respond to media inquiries regarding Wealth Training, its products or services, or their independent Wealth Training IBOs business.

#### 3.7 CHANGES TO A WEALTH TRAINING IBO BUSINESS

IBOs must immediately notify the company of all changes to the information contained on his or her IBO Agreement. IBOs may modify their existing IBO Agreement (i.e. change the form of ownership from an individual proprietorship to a Business Entity owned by the IBO) by submitting a written request, and appropriate supporting documentation.

#### 3.8 ADDITION OF CO-APPLICANTS

When adding a co-applicant (either an individual or a business entity) to an existing Wealth Training IBO business, the Company requires a written request as well as a properly completed IBO Agreement and signatures. To prevent the circumvention of the "Sale, Transfer or Assignment of Wealth

Training IBO Business” section (regarding transfers and assignments of Wealth Training IBO business), the original applicant must remain as a party to the original IBO Agreement. If the original IBO wants to terminate his or her relationship with the Company, he or she must transfer or assign his or her business in accordance with the “Sale, Transfer or Assignment of Wealth Training IBO Business” section of these Policies. If this process is not followed, the business shall be canceled upon the withdrawal of the original IBO. Please note that the modifications permitted within the scope of this paragraph do not include a change of sponsorship. Changes of sponsorship are addressed in “Change of Sponsor” section of these Policies. Wealth Training may, at its discretion, require certified documents before implementing any changes to a Wealth Training IBO business. Please allow thirty (30) days after the receipt of the request by Wealth Training for processing.

### 3.9 CHANGE OF ENROLLING BUSINESS TRAINER

The transfer of a Wealth Training IBO business from one Sponsor to another is rarely permitted. Requests for change of sponsorship must be submitted in writing to the Wealth Training Corporate Office, and must include the reason for the transfer. Transfers will only be considered in the following three (3) circumstances:

- Within ten (10) days of enrolment date, the IBO seeking to transfer submits a properly completed Enroller Transfer Form which includes the signature of the IBO seeking to transfer, the signature of the original Enrolling Business Trainer.
- In cases involving fraudulent inducement or unethical sponsoring, a IBO may request that he or she be transferred to another organisation with his or her entire Marketing Organisation intact. All requests for transfer alleging fraudulent enrolment practices shall be evaluated on a case-by-case basis, and must be submitted to the Company in writing within ninety (90) days from the enrolment date. The request must include a detailed description, supporting evidence or documentation, of why the IBO believes his or her enrolment was fraudulently induced.
- The IBO seeking to transfer submits a properly completed and fully executed Sponsorship Transfer Form which includes the written approval of all parties whose income will be immediately affected by the transfer. All IBO signatures must be certified. Transferring IBOs must allow thirty (30) days after the receipt of the Sponsorship Transfer Forms by the company for processing and verifying change requests. A transferring IBO’s Downline shall remain in the original genealogy and shall not be moved with the transferring IBO; however Wealth Training reserves the right to make Downline genealogy changes at its discretion for reasonable business purposes.

### 3.10 CANCELLATION AND RE-APPLICATION

A IBO may legitimately change organisations by voluntarily cancelling his or her Wealth Training IBO business and remaining inactive (i.e. no purchases of Wealth Training products for resale, no sales of Wealth Training products, no sponsoring, no attendance at any Wealth Training functions, other than conferences to which tickets were purchased by the IBO, as a customer, for personal use, participation in any other form of IBO activity, or operation of any other Wealth Training IBO business) for six (6) full calendar months. Following the six-month period of inactivity, the former IBO may reapply under a new Sponsor.

### 3.11 INDEMNIFICATION FOR UNAUTHORISED CLAIMS AND ACTIONS

A IBO is fully responsible for all of his or her verbal and/or written statements made regarding Wealth Training products, services, and the Compensation Plan which are not expressly contained in Official Wealth Training Materials. IBOs agree to indemnify Wealth Training and hold it harmless from any and all liability including judgments, civil penalties, refunds, attorney fees, court costs or loss of business or investment incurred by the IBO as a result of the IBO's unauthorised representations or actions. This provision shall survive the cancellation of a IBO's Agreement.

### 3.12 PRODUCT CLAIMS

No claims as to any products offered by Wealth Training may be made except those contained in Official Wealth Training Materials. In particular, no IBO may make any claim that Wealth Training products are guaranteed to make the user any financial gain, as there is risk associated in the investment in the real estate market.

### 3.13 INCOME CLAIMS

In their enthusiasm to enrol prospective IBOs, some IBOs are occasionally tempted to make income claims or earnings representations to demonstrate the inherent power of the Wealth Training business model and compensation plan. This is counterproductive because new IBOs may become disappointed very quickly if their results are not as extensive or as rapid as the results others have achieved. At Wealth Training, we firmly believe that the Wealth Training IBO income potential is great enough to be highly attractive, without reporting the earnings of others. While IBOs may believe it beneficial to provide copies of cheques, or to disclose the earnings of themselves or others, such approaches have legal consequences that can negatively impact Wealth Training as well as the IBO making the claim unless appropriate disclosures are also made along with the income claim or earnings representation. Because Wealth Training IBOs may not have the data necessary to comply with the legal requirements for making income claims, a IBO, when presenting or discussing the Wealth Training IBO opportunity or Marketing and Compensation Plan to a prospective IBO or otherwise, may



not make income projections, income claims and only disclose his or her earning in an approved form. A IBO may, at his/her discretion, may choose to reveal or allow the company to reveal his/her earnings for a particular time period; this does not entitle other IBOs to reveal such information nor does it limit his/her ability to keep earnings from other time periods private.

### 3.14 COMMERCIAL OUTLETS

Wealth Training strongly encourages the retailing and selling of its products and services through person-to-person contact. IBOs must obtain written authorisation from Wealth Training prior to selling any Wealth Training products in a retail outlet, and Wealth Training retains the discretion to restrict its products from being sold in any retail location, which it does not deem acceptable.

### 3.15 TRADE SHOWS, EXPOSITIONS AND OTHER SALES FORUMS

IBOs may display and/or sell Wealth Training products at trade shows and professional expositions upon written approval from the Company. IBOs may not display and/or sell Wealth Training products at swap meets, garage sales, flea markets, farmer's markets, or Internet auction sites, without the prior written consent of the Company.

### 3.17 AUTOMATED ONLINE BUSINESS MANAGEMENT TOOLS

All business organisation/genealogy reports and the information and intellectual property, contained therein, are confidential and constitute proprietary business trade secrets information belonging to Wealth Training. Business organisation information is provided to IBOs in strictest confidence and is made available to IBOs for the sole purpose of assisting IBOs in working with their respective Marketing Organisations in the development of their Wealth Training business. IBOs should use the information in the business manager to manage, motivate and train their Downline IBOs. The IBO and Wealth Training agree that, but for this agreement of confidentiality and nondisclosure and recognition of Wealth Training property in the Downline Activity Reports, the company would not provide genealogy information to the IBO. Accordingly, IBOs shall not, on his or her own behalf, or on behalf of any other person, partnership, association, corporation or other entity:

- Directly or indirectly disclose any information contained in the Automated Online Business Management Tools to any third party;
- Use or disclose to any person, partnership, association, corporation or other entity any information contained in the Automated Online Business Management Tools.
- Upon demand by the Company, any current or former IBO will return the original and all copies of Downline Activity Reports to the Company.

3.17 The provisions of Sections survive the termination or cancellation of a IBO's IBO Agreement with Wealth Training.

### 3.18 CROSS-TRAINING

Actual or attempted cross-group training is strictly prohibited. "Cross- group training" is defined as the enrolment, indirect or otherwise, of an individual or entity that already has a current IBO number or IBO Agreement on file with Wealth Training, or who has had such an agreement within the preceding six (6) calendar months, within a different line of sponsorship. The use of a spouse's or relative's name, trade names, assumed names, corporations, partnerships, trusts, Tax Identification Numbers or fictitious identification numbers to circumvent this policy is prohibited. This policy shall not prohibit the transfer of a Wealth Training IBO business in accordance with the "Sale, Transfer or Assignment of Wealth Training IBO Business" section of these Policies.

### 3.19 ERRORS OR QUESTIONS

If a IBO has questions about or believes any errors have been made regarding retail profits, or business profits, Genealogy or charges, the IBO must notify Wealth Training within sixty (60) days of the date of the purported error or incident in question. Wealth Training will not be responsible for any errors, omissions or problems not reported within sixty (60) days.

### 3.20 RIGHT OF PUBLICITY

IBOs authorise Wealth Training to use their name, photograph, personal story and/ or likeness in the Company's advertising and/or promotional materials and waive all claims for remuneration for such use.

### 3.21 GOVERNMENTAL APPROVAL OR ENDORSEMENT

Federal and state regulatory agencies and/or officials do not approve or endorse any direct selling or network marketing companies or programs. Therefore, IBOs shall not represent or imply that Wealth Training or its Compensation Plan have been "approved," "endorsed" or otherwise sanctioned by any government agency.

### 3.22 INCOME TAXES

Each IBO is responsible for income taxes on any income generated as an independent IBO. Most, if not all, income earned by a Wealth Training IBO is retained up front. It is up to each IBO to track and report to the taxing authority all incomes earned each year. Please consult a local competent tax specialist to fully understand your responsibilities.

### 3.23 INDEPENDENT CONTRACTOR STATUS

A Wealth Training IBO is an independent contractor, and is not a purchaser of a franchise or a business opportunity. The agreement between Wealth Training and its IBO does not create an employer/employee relationship, agency, partnership, or joint venture between the Company and the IBO. A IBO shall not be treated as an employee for his or her services or for tax

purposes. All IBOs are responsible for paying taxes due from all compensation earned as a IBO of the Company. All IBOs are also responsible for maintaining any policies of insurance (such as accident insurance or workers compensation cover) that they are required by law to obtain. The IBO has no authority (express or implied), to bind the Company to any obligation. Each IBO shall establish his or her own goals, hours and methods of sale, so long as he or she complies with the terms of the Agreement inclusive of the IBO Agreement, these Policies, and applicable laws.

### 3.24 INTERNATIONAL MARKETING

Because of critical legal and tax considerations, Wealth Training must limit the resale of Wealth Training products and services, and the presentation of the Wealth Training IBO business opportunity to prospective customers and IBOs located within Australia and other authorised countries. Moreover, allowing a few IBOs to conduct business in markets not yet opened by Wealth Training would violate the concept of affording every IBO the equal opportunity to expand internationally. Accordingly, IBOs are authorised to sell Wealth Training products and services, and enrol customers or IBOs only in the countries in which Wealth Training is conducting business; contact the Wealth Training Compliance Department for details. No IBO may sell, give, transfer, import, export or distribute Wealth Training products, services or sales aids in any unauthorised country. In addition, no IBO may, in any unauthorised country: (A) conduct sales, enrolment or training meetings; (B) enrol or attempt to enrol potential customers of IBOs; or (C) conduct any other activity for the purpose of selling Wealth Training products, establishing a Marketing Organisation, or promoting the Wealth Training IBO opportunity.

### 3.25 ADHERENCE TO LAWS

Many cities and towns have laws regulating certain home-based businesses. In most cases these ordinances are not applicable to IBOs because of the nature of their business. However, IBOs must obey those laws that do apply to them. If a city or county official tells a IBO that an ordinance applies to him or her, the IBO shall be polite and cooperative, and immediately send a copy of the ordinance to the Wealth Training Compliance Department. In many cases there are exceptions to the ordinance that apply to Wealth Training IBOs.

### 3.26 COMPLIANCE WITH LAWS AND ETHICAL STANDARDS

IBOs shall comply with all federal, state and local laws and regulations in the conduct of their businesses. In connection with the operation of a IBO's Wealth Training business, the violation of any law, or any conduct that is unethical or, in Wealth Training's sole discretion, may tend to damage its reputation or goodwill, shall be grounds for disciplinary sanction.

### 3.27 ONE WEALTH TRAINING BUSINESS PER IBO

A IBO may operate or have an ownership interest, legal or equitable, as a sole proprietorship, partner, shareholder, trustee, or beneficiary, in only one Wealth Training IBO business. No individual may have, operate or receive compensation from more than one Wealth Training IBO business.

### 3.28 ACTIONS OF HOUSEHOLD MEMBERS OR AFFILIATED INDIVIDUALS

If any member of a IBO's immediate household engages in any activity, which if performed by the IBO named on the application, would violate any provision of the Agreement, such activity will be deemed a violation by the IBO and Wealth Training may take disciplinary action pursuant to these Policies against the named IBO.

### 3.29 REPACKAGING AND LABELLING PROHIBITED

IBOs may not repackage, re-label, refill or alter the labels on any of the Wealth Training products, information, materials or programs in any way. Wealth Training products must be sold in their original containers only. Such re-labelling or repackaging would likely violate federal and state laws, which could result in severe criminal penalties. You should also be aware that civil liability can arise when, as a consequence of the repackaging or re-labelling of products, the persons using the products suffer any type of injury or their property is damaged.

### 3.30 COMMUNICATION OPT-IN

IBO agrees that Wealth Training may send to IBO's unsolicited Wealth Training messages, whether in the form of e-mails, faxes or telephone calls or some other format, whether recorded or in –person, at any time provided that the message is connected with the business of Wealth Training.

### 3.31 ROLL-UP OF MARKETING ORGANISATION

Upon cancellation of a IBO, all individuals on the first level of the cancelling IBO shall move into the vacated position.

### 3.32 SALE, TRANSFER OR ASSIGNMENT OF WEALTH TRAINING IBO BUSINESS

Although a Wealth Training business is a privately owned, independently operated business, the sale, transfer or assignment of a Wealth Training IBO is subject to certain limitations\*. Unless otherwise agreed to in writing, if a IBO wishes to sell his or her Wealth Training business, the following criteria must be met:

- A Wealth Training IBO must be a genuine business. The business will have a Marketing Organisation and will have generated sales.
- The IBO shall offer the Company the right of first refusal to purchase the business on the same terms as it would be offered to any third party. If the

Company purchases the business, it is up to the Company's discretion whether to retain the business or allow a roll-up to occur;

- Protection of the existing line of sponsorship must always be maintained so that the Wealth Training business continues to be operated in that line of sponsorship;
- A buyer or transferee must become a Trained Business Owner and can apply to become a Business Trainer with Wealth Training. If the buyer is an active Wealth Training IBO, he or she must first terminate his or her Wealth Training IBO business and remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Wealth Training IBO business;
- Before the sale, transfer or assignment can be finalised and approved by Wealth Training, any debt obligations the selling IBO has with Wealth Training must be satisfied;
- The selling IBO must be in good standing and not in violation of any of the terms of the Agreement in order to be eligible to sell, transfer or assign a Wealth Training IBO business;
- Prior to offering a Wealth Training IBO business for sale, the selling IBO must notify Wealth Training Corporate Office of his or her intent to sell the Wealth Training IBO business.
- Products purchased for personal use, by a Wealth Training IBO are NOT transferrable in the event the Wealth Training IBO Business is sold.

### 3.33 SEPARATION OF A WEALTH TRAINING IBO BUSINESS

IBOs sometimes operate their Wealth Training IBO businesses as husband-wife partnerships, other life partnerships, regular partnerships, corporations, or trusts. At such time as personal relationships may break up or a corporation, partnership or trust (the latter three entities are collectively referred to herein as "entities") may dissolve, arrangements must be made to assure that any separation or division of the business is accomplished so as not to adversely affect the interests and income of other businesses up or down the line of sponsorship. If in the sole and unfettered discretion of the Company, the separating parties fail to provide for the best interests of other IBOs and the Company, Wealth Training IBO may, at its own discretion, terminate the IBO Agreement and roll-up their entire Marketing Organisation pursuant to the "Roll-Up of Marketing Organisation" section of these Policies. During the pendency of a relationship break up or entity dissolution, the parties must adopt one of the following methods of operation:

- One of the parties may, with written consent of the other(s), operate the Wealth Training IBO business pursuant to an assignment in writing whereby the relinquishing person, shareholders, partners or trustees authorise Wealth Training to deal directly and solely with the other person or non-relinquishing shareholder, partner or trustee; or
- The parties may continue to operate the Wealth Training IBO business jointly, whereupon all compensation paid by Wealth Training will be paid in

the joint names of the IBOs or in the name of the entity to be divided as the parties may independently agree between themselves.

If the parties elect neither of the foregoing, Wealth Training will continue to pay any compensation to the same individual(s) to whom compensation was paid prior to the filing of the commencement of the relationship break up or dissolution proceeding. Subject to all applicable laws and/or orders of courts of competent jurisdiction, Wealth Training will not permit a division of a business entity. Similarly, Wealth Training will not split compensation between couples who are breaking up or members of dissolving entities. Wealth Training will recognise only one business. If a former spouse has completely relinquished all rights in his or her original Wealth Training business, he or she is thereafter free to enrol under any Sponsor of his or her choosing, and need not wait six (6) months before reapplying. If a former entity affiliate has completely relinquished all rights in his or her original Wealth Training IBO business, he or she must remain inactive for six (6) full calendar months before becoming eligible for a purchase, transfer, assignment or acquisition of any interest in the Wealth Training business or before re-applying. In the case of business entity dissolution, the party(s) relinquishing their interest in the business must remain completely inactive for six (6) calendar months before they may re-apply under a new Sponsor. In divorce and entity dissolution cases, the relinquishing party(s) shall have no rights to any IBOs in their former organisation or to any former retail customer. They must develop the new business in the same manner as would any other new IBO.

### 3.34 ENROLLING BUSINESS OWNERS AND RETAIL CUSTOMERS

All Active IBO's in who have initiated their training to become Trained IBO's, Trained IBO's and Business Trainers in good standing have the right to enrol others as a Wealth Training IBO's in accordance with the Compensation Plan. All active IBO's in good standing have the right to market and sell the Wealth Training MWP Programs and retain the retail profit only. All active IBO's undergoing their training to become a Trained Business Owner are able to market to both Retail Customers and Business Customers, however retain retail profits and 50% of the Business Profit up to the IBO's business level will be retained until they complete their 4 training sales on the relevant MWP Product they themselves purchased. The new IBO will belong to the Business Trainer in the up-line on the particular MWP product being sold. For Business Trainer's each IBO they enrol has the ultimate right to choose his or her own Enroller. If two Business Trainers claim to be the Enroller of the same new Business Owner, the Company shall regard the first application received by the Company as controlling.

### 3.35 TRANSFER UPON DEATH OF A IBO

Upon the death of a IBO, his or her business may be passed to his or her heirs. Appropriate legal documentation must be submitted to the Company to ensure the transfer is proper. Accordingly, a IBO should consult a legal

professional to assist him or her in the preparation of a will or other testamentary instrument. Whenever a Wealth Training IBO business is transferred by a will or other testamentary process, the beneficiary acquires the right to collect all bonuses and commissions of the deceased IBO's Marketing Organisation provided the following qualifications are met.

The successor(s) must:

- Execute a IBO Agreement;
- Provide an original death certificate and a Certified copy of the will or other instrument establishing the successor's right to the Wealth Training IBO business;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the deceased IBO's status;

### 3.36 TRANSFER UPON INCAPACITATION OF A BUSINESS OWNER OR BUSINESS TRAINER

To effect a transfer of a Wealth Training IBO

business because of a IBO's incapacity, the successor must provide the following to the company: (1) a certified copy of an appointment as trustee; (2) a Certified copy of the trust document or other documentation establishing the trustee's right to administer the Wealth Training IBO business; and (3) a completed IBO Agreement executed by the trustee. The trustee must then:

- Execute a IBO Agreement;
- Comply with terms and provisions of the Agreement;
- Meet all of the qualifications for the incapacitated IBO's status.

### 3.37 PRIVACY

While carrying out their role, a IBO will receive personal information about others. IBOs must treat any personal information in the manner required by privacy legislation in force in their state or country of operation.

3.37.1 An IBO must not disclose, or allow to be disclosed (other than to Wealth Training), Confidential Information belonging to any other party except:

- (a) with the consent in writing of the other party;
- (b) if required to do so by law;
- (c) to advisers or consultants (including lawyers and accountants), provided that any adviser or consultant who is not under a professional obligation to keep such information confidential, must first execute a confidentiality agreement in which that adviser or consultant undertakes the same obligations in relation to the Confidential Information as the relevant IBO undertakes in this Agreement.

3.37.2 The IBO must take, or cause to be taken, reasonable precautions necessary to maintain the secrecy and confidentiality and to prevent the disclosure of the Confidential Information.

3.37.3 Upon request, termination or expiration of this Agreement, each IBO shall return to Wealth Training all documents, materials and other media containing Confidential Information belonging to another party.

#### 4. RESPONSIBILITIES OF IBO's

##### 4.1 CHANGE OF ADDRESS AND/OR CONTACT INFORMATION

To ensure timely delivery of products, support materials, official Wealth Training publications, and commission checks, it is critically important that Wealth Training's files are current. Wealth Training must be provided a current email address and phone number. IBOs planning to move should send their new address and telephone number to Wealth Training's Corporate Office.

##### 4.2 CONTINUING DEVELOPMENT OBLIGATIONS AND ONGOING TRAINING

Any Business Trainer who is the Enroller of another IBO (who have purchased a MWP product only) and Business Trainer must perform a bona fide supervisory function to ensure that his or her Downline is properly operating his or her Wealth Training IBO business. The Business Trainer must have ongoing contact, communication and management supervision with the Business Owner (who have purchased a MWP product only) and Business Trainers in their Marketing Organisations. Examples of such contact and supervision may include, but are not limited to: newsletters, written correspondence, personal meetings, telephone contact, voice mail, electronic mail, and the accompaniment of Downline IBOs to Wealth Training IBOs meetings, training sessions, and other functions. Upline Business Trainers are also responsible to motivate and train new IBO's (who have purchased a MWP product only) and Business Trainers in Wealth Training product knowledge, effective sales techniques, the Compensation Plan and compliance with Company Policies.

##### 4.3 INCREASED TRAINING RESPONSIBILITIES

As IBO's progress through the various levels of leadership, they will become more experienced in sales techniques, product knowledge, and understanding of the Wealth Training IBO program. They will be called upon to share this knowledge with lesser experienced IBOs within their Marketing Organisation.

##### 4.4 ONGOING SALES RESPONSIBILITIES

The IBO is authorised, but not obliged, to purchase and re-sell the products of the company subject to these terms. Regardless of their level of achievement, it is in the best interest of IBOs to continue to personally promote sales through the generation of new customers and through servicing their existing customers.



#### 4.5 NON-DISPARAGEMENT

Wealth Training wants to provide its independent IBOs with the most superior products, compensation plan and service in the industry. Accordingly, we value your constructive criticisms and comments. All such comments should be submitted in writing to the Wealth Training Compliance Department. While Wealth Training welcomes constructive input, negative comments and remarks made by IBOs about the Company, its products, or compensation plan serve no purpose other than to sour the enthusiasm of other Wealth Training IBOs. For this reason, and to set the proper example for their Downline Organisation, IBOs must not disparage, demean or make negative remarks about Wealth Training, other Wealth Training IBOs, Wealth Training products, the Compensation Plan, or Wealth Training directors, officers or employees.

#### 4.6 PROVIDING DOCUMENTATION TO APPLICANTS

IBOs must provide the most current version of the Policies and Compensation Plan to individuals whom they are sponsoring to become IBOs before the applicant signs a IBO Agreement. Additional copies of the Policies can be acquired from Wealth Training or online in the Business Manager.

#### 4.7 REPORTING POLICY VIOLATIONS

IBOs observing a violation of the Policies by another IBO should submit a written Incident Report of the violation directly to the attention of the Wealth Training Compliance Department. Details of the incident such as dates, number of occurrences, persons involved, and any supporting documentation should be included in the report. By submitting an Incident Report, IBO understands that their name may be disclosed to parties included in the report during investigation.

#### 4.8 COMMUNICATING WITH COMPANY

Communication between the Company and its IBOs regarding orders, compliance matters, customer service, Marketing Organisation matters, among others, will be necessary from time to time. IBOs must, not only provide and maintain a current email address in their account, but also respond to any emails received from the Company within the time-frame indicated in the email; failure to comply may be cause for corrective measures (Disciplinary Sanctions 8.1).

### 5. SALES REQUIREMENTS

#### 5.1 PRODUCT SALES

The Compensation Plan is based upon the sale of Wealth Training products and services to end consumers.

## 5.2 NO PRICE OR TERRITORY RESTRICTIONS

IBOs are not required to sell Wealth Training products at the suggested retail prices set out in the Product Price Sheet. IBOs may sell Wealth Training products at any price they choose. There are no exclusive territories granted to anyone.

## 5.3 SALES RECEIPTS

If a IBO sells any Wealth Training product from his or her inventory, he or she must give the customer a copy of a Wealth Training retail sales receipt at the time of the sale in addition to the cancellation policy and terms of sale. IBOs must maintain all retail sales receipts and signed purchase agreements for a period of two (2) years and furnish them to Wealth Training at the Company's request.

### 5.3.1 GST INVOICE; TAX INVOICE

When selling in Australia, the selling IBO is responsible for providing to the customer upon request a GST invoice. GST invoice must reflect all monies collected; purchase price, GST paid, bank fees, etc.; any tax invoice must be provided to the purchaser upon request.

## 5.4 RECORD KEEPING

The Company encourages each independent IBO to keep accurate sales records.

## 6. COMPENSATION

### 6.1 BUSINESS PROFITS AND RETAIL PROFITS

A IBO must be active, in good standing and in compliance with the Agreement to qualify for Business Profits and Retail Profits. Business Profits and Retail Profits are earned up-front and retained by the Qualified Business Trainer or Trained Business Owner at the time of sale. The qualified Business Trainer or Trained Business Owner will disperse the Retail Profits and or relevant Business Profits after the statutory 10 day cooling off period has expired.

### 6.2 ADJUSTMENT TO BUSINESS PROFITS AND RETAIL PROFITS FOR RETURNED PRODUCTS AND SERVICES

Business Trainers and Trained Business Owners receive up front Business Profits and/or Retail Profits based on the actual sales of products to end consumers. When a product is returned to Wealth Training for a refund or is repurchased by the Company, Wealth Training will refund the company portion of the product price to the selling Business Trainer or Trained Business Owner; the selling Business Trainer or Trained Business Owner will be fully responsible for refunding the customer the full purchase price.

## 7. PRODUCT GUARANTEES, RETURNS AND INVENTORY REPURCHASE

### 7.1 PRODUCT GUARANTEE

Wealth Training offers a one hundred percent (100%) 10-day money back satisfaction guarantee to all retail and business customers.

If a IBO is unsatisfied with any Wealth Training product purchased for personal use, the IBO may return the product within ten (10) days from the order processing date for a one hundred percent (100%) refund. Nothing in these Policies is intended to exclude, restrict or modify any right conferred by statute.

## 8. DISPUTE RESOLUTION AND DISCIPLINARY PROCEEDINGS

### 8.1 DISCIPLINARY SANCTIONS

Violation of the Agreement, inclusive of these policies, the IBO Agreement, and Compensation Plan, or any illegal, fraudulent, deceptive or unethical business conduct by a IBO may result, at Wealth Training's discretion, in one or more of the following corrective measures:

- Issuance of a written warning or admonition;
- Require the IBO to take immediate corrective measures;
- Suspension of the individual's IBO Agreement for a period of time deemed necessary at the sole discretion of the Company; suspensions may result from, but not limited to, the following reasons: failure to respond to the Wealth Training's Compliance department as requested, failure to take corrective action, or during an investigation of alleged infractions;
- Involuntary cancellation of the offender's IBO Agreement;
- Any other measure expressly allowed within any provision of the Agreement or

which Wealth Training deems practicable to implement and appropriate to equitably resolve injuries caused partially or exclusively by the IBO's Policy violation or contractual breach; and/or

- In situations deemed appropriate by Wealth Training, the Company may institute legal proceedings for monetary and/or equitable relief.

### 8.2 GRIEVANCES AND COMPLAINTS

When a IBO has a grievance or complaint with another IBO regarding any practice or conduct in relation to their respective Wealth Training IBO businesses, the complaining IBO should report it, in writing, to the Wealth Training Compliance Department copying the IBO they are reporting.

### 8.3 APPEALS OF SANCTIONS

Following the issuance of a sanction (other than a suspension pending an investigation or as a result of failure to respond/comply), the disciplined IBO may appeal the sanction to the Company. The IBO's appeal must be in writing and received by Wealth Training's Compliance Department within fifteen (15)

days from the date of Wealth Training's sanction notice. If the appeal is not received by Wealth Training within the fifteen (15) day period, the sanction will be final. The IBO must submit all supporting documentation with his or her appeal correspondence and specify in full detail the reasons why he or she believes the Company's initial determination was erroneous. This report should include all supporting evidence. If the IBO files a timely appeal of the sanction, the Company will review and reconsider the sanction, consider any other appropriate action and notify the IBO in writing of its decision.

## 9. ORDERING

### 9.1 PURCHASING WEALTH TRAINING PRODUCTS

Each IBO should purchase his or her products directly from Wealth Training for the purpose of resale. Each IBO will need to get their qualified Business Trainer to order products for their retail customers and business customers. Only the Qualified Business Trainer is able to collect proceeds from all customers on MWP programs.

### 9.2 GENERAL ORDER POLICIES

Orders payable by bank transfer with invalid or incorrect payment amounts or information will not be processed. Wealth Training will attempt to contact the IBO by phone, and/or email to try to obtain another payment or additional information. If these attempts are unsuccessful after five (5) working days the order will be canceled as unprocessed. No C.O.D. orders will be accepted. Wealth Training maintains no minimum order requirements. Orders for products and sales aids may be combined.

### 9.3 CONFIRMATION OF ORDER

A IBO and/or customer of an order must confirm that the product received matches the product listed on the invoice, and is free of damage. Failure to notify Wealth Training of any discrepancy or damage within thirty (30) days of shipment will cancel a IBO's right to request a correction.

### 9.5 INSUFFICIENT FUNDS

It is the responsibility of each IBO to ensure that there are sufficient funds or credit available in his or her account to cover any Wealth Training subscription services to which they have subscribed. Wealth Training will send notice of failed attempts to collect to the email on file in the IBOs account; Wealth Training is not responsible for disruption in service due to non-payment or inability to contact the subscriber.

### 9.6 PAYMENT METHOD

Wealth Training will only accept bank transfers as form of payment for all Wealth Training products. With the exception of the subscription services

which are payable by credit or debit card ONLY. The Qualified Business Trainer is responsible for all banking fees associated with bank transfers.

#### 9.7 RESTRICTIONS ON THIRD PARTY USE OF CREDIT CARDS AND BANK ACCOUNT ACCESS

IBOs shall not permit other IBOs or customers to use his or her credit card, or permit debits to their bank accounts, for the purpose of enrolment or to make purchases from the Company.

9.8 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the second party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this agreement.

### 10. INACTIVITY AND CANCELLATION (TERMINATION)

#### 10.1 EFFECT OF CANCELLATION (TERMINATION)

So long as a IBO remains active and complies with the terms of the IBO Agreement and these Policies, the IBO is considered active and in good standing and is eligible to participate in the Compensation Plan. A IBO's business profits and retail profits constitute the entire consideration for the IBO's efforts in generating sales and all activities related to generating sales (including, but not limited to, building a Marketing Organisation). Following a IBO's non-renewal of his or her IBO Agreement, cancellation for inactivity, or voluntary or involuntary cancellation (termination) of his or her IBO Agreement (all of these methods are collectively referred to as "Cancellation"), the former IBO shall have no right, title, claim or interest to the Downline Marketing Organisation which he or she operated, or any commission or bonus from the sales generated by the Marketing Organisation. IBOs waive any and all rights, including, but not limited to, property rights, in the Marketing Organisation which they may have had. Following a IBO's cancellation of his or her IBO Agreement, the former IBO shall not hold him or herself out as a Wealth Training IBO and shall not have the right to sell Wealth Training products or services.

A IBO whose IBO Agreement is cancelled shall receive any outstanding compensation due him/her up to the date of cancellation.

#### 10.2 INVOLUNTARY CANCELLATION (TERMINATION)

A IBO's violation of any of the terms of the Agreement, including any amendments that may be made by Wealth Training in its sole discretion, may result in any of the sanctions listed in the Agreement, including, but not limited to, the involuntary cancellation of his or her IBO Agreement. In addition, Wealth Training may terminate the status of any IBO as of the expiration of the initial term or renewal term at its sole discretion, with or without cause, by

written notice to the IBO, given more than 30 days prior to the expiration. Cancellation shall be effective on the date on which written notice is mailed, e-mailed, faxed or delivered to an express courier, addressed to the IBO's last known address, email address, or when the IBO receives actual notice of cancellation, whichever occurs first.

### 10.3 VOLUNTARY CANCELLATION

A Wealth Training independent IBO has a right to cancel this Agreement at any time, regardless of reason. Cancellation must be submitted in writing to the Company. The written notice must include the IBO's signature, printed name, address and IBO Identification Number. Upon cancellation of the IBO agreement, all subscriptions with the company as applicable will be canceled as of the cancellation date.

### 10.4 SUSPENSION

Wealth Training may immediately suspend the status of any IBO for cause. "Cause" means and includes (a) any violation of the IBO Agreement which incorporates these Policies and Procedures, all of which may be amended from time to time, (b) any wrongful taking of property from Wealth Training or a Wealth Training IBO, (c) any act of dishonesty regarding Wealth Training or a Wealth Training IBO, personal conduct which, in the reasonable opinion of Wealth Training, may reflect adversely on the company. Each IBO acknowledges that Wealth Training has a legitimate and substantial interest in requiring high standards of integrity and responsibility from its IBOs.

### 10.5 PROCEDURE FOR INVOLUNTARY TERMINATION OR SUSPENSION

Wealth Training may, in its sole discretion, suspend or cancel a IBO's Agreement for Cause. Suspension may be any time up to a period of one year (at the sole discretion of Wealth Training). Wealth Training may delegate the authority to determine whether Cause exists and whether to suspend or cancel a IBO's Agreement. Suspension or termination shall be effective as of the date the notice is mailed to the IBO as shown on the records of Wealth Training. Notification will be mailed electronically to the email address listed in the IBOs account; in the event an email is undeliverable, notification will be mailed through the postal service to the address listed in the IBO's account. Wealth Training is not responsible for outdated information as it is the responsibility of each IBO to provide Wealth Training the most current contact information.

### 10.6 EFFECT OF SUSPENSION

If a IBO is suspended for cause, (a) the IBO shall not be entitled to act as or receive any of the benefits of a IBO for Wealth Training for the term of the suspension, (b) the IBO shall not be entitled to receive any compensation as a IBO during the suspension period, including without limitation any Business Profits or Retail Profits (except payments that may have been due for periods

prior to the suspension). Wealth Training reserves the right to off-set losses it may have suffered due to the actions of the IBO against any compensation that may be due to the IBO at the time of suspension; and (c) the IBO's sponsored Downline organisation, for the period of suspension, will be moved up to the next enroller in the suspended IBO's Upline and will remain there during the term of suspension. The suspension of a IBO shall be effective on the date written notice is mailed, emailed, faxed or delivered to an express courier, addressed to the IBO's last known address, email or when the IBO receives actual notice of cancellation, whichever occurs first. Wealth Training reserves the right to withhold and/or permanently retain funds depending on the individual circumstances surrounding each case.

#### 10.6.1 VOLUNTARY SUSPENSION

An IBO whose IBO status is in good standing and is unable or unwilling to perform/fulfil his/her obligations as set forth in the IBO Agreement may place themselves on voluntary suspension. Upon suspension, any Downline will permanently roll up to the next qualified Upline Business Trainer. An IBO on voluntary suspension must adhere to the terms and conditions of their IBO agreement during their suspension; violation of the IBO Agreement while on suspension may result in Disciplinary Sanctions being taken against them. A IBO may return to active status at any time provided they are in good standing; IBO will remain under their respective Upline Business Trainer at each product level; IBO will retain qualification at all levels achieved.

#### 10.7 NON-CONTINUATION

A IBO may also voluntarily cancel his or her IBO Agreement by failing to renew the Agreement on its anniversary date.

#### 10.8 COOLING OFF RULE/PERIOD

Notwithstanding the Company's retail customer guarantee policy and in accordance with the ACCC Cooling Off Rule, which requires statutory language and notice of cancellation on the sales receipt, all sales are subject to a Ten-day right of rescission beginning on the date the Customer signs the purchase agreement; date of sale.

10.8.1 All solicited sales shall provide for a 10 calendar day right of rescission, under No penalty and providing a full refund if notice of cancellation is received within 10 calendar days of the date of sale and ending after the 10th calendar day has passed, which must be orally explained to the customer and the customer must receive two copies of the notice of cancellation form.

10.8.2 All unsolicited sales made in Australia shall provide for a ten clear business day right of rescission beginning on the date both parties sign the purchase agreement and end after the 10th business day from this date has

passed. All agreements must include, appearing on the front page of the purchase agreement: Important Notice to Consumer: You have a right to cancel this agreement within 10 business days from and including the day after you signed or received this agreement.

## DEFINITIONS

**IBO: Independent Business Owner;** anyone who has registered and paid \$133 registration fee on the Wealth Training Website who is in good standing.

**IBO in Training:** An Independent Business Owner who has initiated their training by purchasing the MWP products they want to be trained in.

**Trained Business Owner:** An IBO who has completed their 4 training sales on the relevant MWP program they purchased.

**Business Trainer:** An IBO who is a trained business owner who has been accepted by wealth training as a Business Trainer for the relevant MWP products they have been trained in.

**“ACTIVE” IBO STATUS:** An independent IBO’s status; anyone whose IBO agreement has been accepted by the Company, is in good standing and has fulfilled the provisions of this Agreement.

**AGREEMENT; IBO AGREEMENT:** The contract between the Company and each IBO includes the Wealth Training IBO Agreement, the Wealth Training Compliance Guide- a statement of Policies and Procedures, and the Wealth Training Compensation Plan, all in their current form and as amended by Wealth Training in its sole and unfettered discretion. These documents are collectively referred to as the “Agreement.”

**ONGOING BUSINESS TOOLS:** A function of a monthly recurring subscription, online business manager, that provides critical data relating to the identities of IBOs, sales information and enrolment activity of each IBO’s Marketing Organisation, training tools and other necessary information and tools to manage your Wealth Training IBO business. This service includes ‘trade secrets’ and ‘proprietary information’ which is not to be disclosed to anyone other than the subscriber.

**COMPANY:** The term “Company” as it is used throughout the Agreement means the Wealth Training Pty Ltd company with whom the IBO entered into the Wealth Training IBO Application and Agreement.

**CONFIDENTIAL INFORMATION:** Any of the trade secrets or confidential information of the Company including but not limited to information of or used by the Company relating to its selling system, its operations and affairs in general, information regarding Downline representatives or customers.

**COOLING OFF PERIOD:** The period of time, 10 calendar days from the date of purchase/contract, in which the purchaser may opt out of the contract/ agreement at no penalty.

**CUSTOMER:** Anyone purchasing Wealth Training products or services for personal use; end consumer.

**DISCIPLINARY SANCTION:** Corrective action of the Company against a IBO resulting from his/her breach or violation of the Agreement.



**IBO:** An independent business owner who has entered into the “Agreement” with Wealth Training and who has an “Active IBO Status”; a retail agent.

**DOWNLINE:** See “Marketing Organisation.”

**ENROLLER:** A Business Trainer who personally recruits another Business Owner and places the new Business Owner in his or her Downline.

**IMMEDIATE HOUSEHOLD:** Heads of household and dependent family members residing in the same house.

**INCIDENT REPORT:** A written report, submitted to the Wealth Training Compliance Department, inclusive of names, dates, and details of an incident.

**LINE:**

\* A part of your Downline that starts with someone enrolled by you and continues below that Business Trainer.

\* A part of your Upline that starts with your enroller and continues up that sponsorship.

**MARKETING ORGANISATION:** The Customers, IBO's, collectively, who are sponsored below a particular IBO. A Business Trainer may sponsor and/or have an unlimited number of customers and/or IBOs in his/her organisation.

**CERTIFIED:** A document is certified if the execution of it is either witnessed by a justice of the peace or by a legal professional who adds his or her full name, address and telephone number so they can be contacted later for verification of signing.

**OFFICIAL WEALTH TRAINING MATERIALS:** Company literature, broadcasts, audio or video tapes, customised websites, and other materials developed, printed, published and/or distributed or made available to IBOs.

**A WEALTH TRAINING IBO BUSINESS:** In accordance with the IBO Agreement, a IBO's business.

**RIGHT OF RESCISSION:** see “Cooling Off Period”.

**SALES AIDS:** Company generated marketing aids available to IBOs via their ongoing business management tools or for purchase.

**SOLICITED SALE; UNSOLICITED SALE:** A sale is determined to be a solicited or unsolicited sale from the perspective of the Consumer and is dependent upon whether the sale was made with or without the invitation of the Consumer. Sales made with invitation from the Consumer to the Seller/Supplier are considered to be ‘solicited sales’; sales made without invitation from the Consumer to the Seller/Supplier are considered to ‘unsolicited sales’.

**ENROLLER:** The IBO who is your direct Upline. The Sponsor of a new IBO may also be the new IBO's Enroller.

**SUBSCRIPTION SERVICES:** Wealth Training offers its IBOs at a cost ongoing business management tools. These services are recurring monthly subscriptions to the Phone Conferencing Pins, Database Manager and Online Ongoing Business Management Tools.

**SUGGESTED RETAIL PRICE:** The retail price suggested by the Company for the retail resale of Wealth Training products and services.

**VIOLATION:** Breach, default and violation; an actual or alleged transgression or violation of any part of the Agreement.

**WHOLESALE PRICE:** The wholesale price suggested by the Company for wholesale sales.

## Live Events (& Seminar) Terms & Conditions:

1. The Purchaser (hereinafter "Attendee") intends to be and agrees to be legally bound by all terms, conditions and policies set forth herein or by partner companies for any product or service offered by Wealth Training Pty. Ltd or other associated entities or persons (hereafter "The Company").

2. ALL SALES ARE FINAL: ATTENDEE AGREES THAT ALL CONFERENCE TICKETS PURCHASED ARE NON-TRANSFERABLE AND NON-REFUNDABLE.

3. TICKETS: Access to the conference event (hereinafter "ticket"). Ticket is a pseudonym used as an identifying term to describe the purchased access to the conference itself and at no time will actual physical tickets be provided to the Attendee by the Company.

4. UNAVAILABILITY and event attendee NUMBERS: If space is unavailable for any reason, Attendee will be able to attend the next subsequent 'like kind\* event of the same type at no additional charge. Attendee acknowledges that neither airfare nor accommodations nor any other travel costs to and from the Conference are included as part of the Conference and that Attendee shall be solely responsible for arranging and paying for all such travel costs. The Company will not be held responsible for cancellations or delays in programming due to minimum attendance numbers not being produced by current and past business owners, acts of God, war, government disorder, curtailment of transportation facilities, or other emergency making it inadvisable, illegal or impossible to hold the meeting.

5. EVENT SCHEDULING: Attendee understands that the scheduled event or seminar, for which this ticket is purchased, including dates, location and curriculum may change at any time without notice, at the sole discretion of The Company. Or due to reasons shown in above paragraph #4. The attendee agrees to hold harmless the Company, and its respective successors, assigns, personal representatives, officers, directors and employees, as a result of these changes, including, but not limited to, any conflicts, hardships, or otherwise, incurred by the attendee.

6. RESERVATION CHANGES; DEFERRAL. The ticket purchased under this Agreement is for the next Event / Seminar of the type specified for which space is still available. Attendee may defer the ticket, one time only, to the next subsequent 'like kind'\* Conference subject to the following terms and conditions:

A. If Attendee registered for the event, written notification of the cancellation of registration must be sent to the corporate office at least fourteen (14) days prior to the event.

B. If purchaser of ticket did not register for the upcoming event, the ticket will be automatically deferred to the next event, and deferral fee will apply.

C. The Conference must be of the same type; 'like kind'\* (i.e. "Ultimate Success In Real Estate" to "Ultimate Success In Real Estate," "The Millionaire Maker" to "The Millionaire Maker" and so on).

D. Deferral Fee must be paid to the corporate office at least thirty (30) days prior to the next subsequent 'like event'.

E. Attendee may defer the ticket one time only; if attendee does not defer, the ticket will be considered null and void.

7. DEFERRAL FEE. The deferral fee for the 3 day MWP3 and 5 day MWP4 events is \$500.00. For the "Professional Business Builder" event its \$150.

8. REGISTRATION DEADLINE. The Company must receive a Conference registration from Attendee no later than thirty (30) days prior to a Conference. Any changes or special requests less than thirty days from the event must be sent to the Company in writing. The Company, at its sole discretion, will review each request. Requests are subject to availability and there are no guarantees of changes within the thirty (30) days prior to the event. Note: Request for any changes are to be made in writing and received by the Company's Corporate office not less than 14 days prior to the Event date and will be considered on a case-by-case basis.

9. NO SHOW. Non-attendance at the scheduled Conference and failure to properly defer the ticket to a subsequent like event in accordance with the requirements and procedures set forth in paragraph above shall result in forfeiture, by the Attendee, of both the ticket and the entire amount paid for such ticket. Any such forfeiture shall relieve both the Selling Business Owner and the Company of any liability or obligation of performance relating to the ticket.

10. **AUTHORIZED GUESTS.** Attendee understands that the cost of a Conference ticket includes one ticket to attend the Conference for two people. Attendee understands that the guest cannot be another Business owner. Permitted guests may include anyone individual who is not a Company Business Owner; all attendees must be over the age of 11 years old\*.

\*No one under twelve years of age is permitted to attend the daytime conference sessions. Children, twelve and over may attend as the Business owners guest, or if they already have a guest, they may purchase a ticket for the child.  
1-2 day events \$200. Three Day Event \$600 Five Day Event \$1000.

11. **EVENT INCLUSIONS:** The MWP3 is a 3 day event & included in the ticket is: Attendance to the conference for two (2) people including extracurricular activities such as Dinners, Receptions, Awards, Banquets, etc.; curriculum and activities may vary from event to event.

- Any additional charges incurred such as transportation/travel, hotel, meals, laundry, valet service, telephone calls, etc., are solely at the Attendee's expense.

The MWP4 is a 5 day event AND included in the Ticket is:

- Attendance to the conference for two (2) people including extracurricular activities such as Dinners, Receptions, Awards, Banquets, etc.; curriculum & activities may vary from event to event.

- Any additional charges incurred such as transportation/travel, hotel, meals, drinks, laundry, valet service, telephone calls, etc., are solely at the Attendee's expense.

The **PROFESSIONAL BUSINESS BUILDER** is a 1-2 day event; included in the Professional Business Builder Ticket is: - Attendance to the 1-2 day event for two (2) people.

**NAME BADGES.** If supplied, Name badges 'must' be worn; admittance is restricted. Admittance to the conference meeting and/or activities will be denied to anyone NOT wearing an official Company issued name tag/badge.

12. **EXTENDED STAY.** It is up to the attendee to make all accommodations for an extended stay. Attendee shall be solely responsible for all such travel costs.

13. **SPEAKERS; CONFIDENTIALITY.** Attendee understands that the Company will provide speakers at the Conference who will convey valuable information that is for Attendee's use only. Attendee hereby agrees not to record, copy, transcribe, or distribute, either directly or indirectly (in any manner or form), and to keep strictly confidential and to not disclose through written or any other means any of the information or content of the Conference seminar.

14. NON-COMPANY PROMOTIONS. Attendee agrees that the promotion of any products or companies, other than those of the Company, is strictly prohibited during all Live Events, unless an authorized agent of the Company provides express prior written approval to specific participating company groups to promote their products or programs. Failure to comply with this term will result in immediate expulsion from the conference and the resort area.

## **Live Event Terms and Conditions**

15.1 INDEMNIFICATION. Attendee agrees to release, indemnify, defend and hold harmless the Company, and its respective successors, assigns, personal representatives, officers, directors and employees, for, from and against all manner of actions, suits, liens, debts, dues, damages, claims, judgments, executions, legal fees, costs and demands of every nature, kind or description whatsoever, either at law or in equity, or otherwise, arising out of or in any manner connected to Attendee's participation in the Conference.

15.2 RIGHT OF REFUSAL. Attendee understands and agrees that the purchase of Conference tickets is subject to acceptance by the Company. The Company reserves the right to refuse any ticket purchase. The Company may, at any time, change the dates, speakers or location of the event without notice.

15.3 ARBITRATION; VENUE. If a dispute arises between the parties relating to either the terms of this agreement or the parties or relationship in general, either party may serve notice that it desires to have the dispute mediated by a mediator selected in accordance with the procedures of the Australian Arbitration, or as agreed by the parties to the dispute. Once elected, the parties must allow a minimum of sixty (60) days to resolve the dispute through mediation. If the dispute is not resolved through mediation, then it shall be submitted to final and binding arbitration by a committee of arbitrators (one appointed by The Company, one appointed by Attendee, and one appointed by two so appointed). The parties hereby knowingly, voluntarily, and irrevocably waive their right to litigation, and agree that if the foregoing binding arbitration provision is determined for any reason to be unenforceable or inapplicable to a particular dispute, then such dispute shall be decided solely by a judge.

15.4 ATTORNEYS' FEES; COSTS. Attendee agrees to pay any and all costs including, without limitation, reasonable attorneys' fees, incurred by the Company as a result of any violation of these Terms and Conditions by Attendee or any other dispute between the Company and Attendee. In the event any portion of these Terms and Conditions at any time, for any reason, are determined to be void or superseded, the remaining portions of the foregoing Terms and Conditions and the provisions of this paragraph shall survive.

15.5 NOTICE. Any notice pursuant to the ticket purchase and these Terms and Conditions will be considered properly made when deposited by a party via post or email and, if the notice is to Attendee, addressed to Attendee, at Attendee's address last known to the Company.

15.6 ALL CONFERENCE TICKET SALES ARE NON-REFUNDABLE.

Attendee who agrees by electronic signature hereby purchases the Conference listed above and agrees to all terms, conditions, and rules related to this event as announced and modified by the Company. Once the Company has received payment in full, you will receive notice by electronic mail of receipt of such funds. Attendee may also receive an email notification within 30 to 60 days prior to the Conference containing a link to the Event Registration page at which the Attendee must register for the conference. It is the Attendee's responsibility to provide The Company with a current email address.

15.7 RIGHT TO CANCEL; RIGHT OF RESCISSION. You may cancel this transaction, without penalty or obligation, at any time within ten (10) business days from the date of purchase. Written notification must be sent to The Company via email, at [alex@realestateforprofit.com.au](mailto:alex@realestateforprofit.com.au) or post, at P.O. Box 451 Mermaid Beach, QLD, 4218 Australia. Written notification must be dated or postmarked within the ten day time frame.

\*A 'like kind' Conference/Event is defined as events of same or similar name or an event which has replaced an event, one which consists of similar or same duration and curriculum and is deemed to be 'like kind' by The Company, at its sole discretion.

# The Compensation Plan

Compliance Department 06/12/2015

**The Compensation Plan:** A part of the Wealth Training Business Owner and Business Trainer Agreement set forth as definition of how a Wealth Training Business Owner and Business Trainer can earn money in accordance with their Agreement; The Compensation Plan

## The Compensation Plan

How Business Owner and Business Trainer make money through participating in the Wealth Training Compensation Plan.

NO PRODUCT PURCHASE IS REQUIRED to become a Business Owner. Rewards are dependent on the effort expended by the Business Owner in developing the retail sales of products and acquisition of customers.

The Compensation Plan (the “Plan”) is based solely on Profit from the sales of Wealth Training products; Retail Profit and Business Profit. No volumes, quotas or achievement of levels are required to earn Retail Profit. Business Profit can be earned once a Business Owner has purchased the MWP Products they want to be trained in under the mentoring of a Qualified Business Trainer and has completed the required training sales at each Product Level to advance to the title ‘Qualified Business Trainer’; no monthly, annual, or other volume or sales quota is required as a condition of earning Business Profit’.

Business Owners and Business Trainers may work as little or as much as they desire in accordance with their Business Owner and Business Trainer Agreement and earn the same Retail Profit and/ or Business Profit amount, per sale, as any other Business Owner and Business Trainer. Business Owners and Business Trainers are not required to purchase any inventory or host parties; every Wealth Training Business Owner and Business Trainer is eligible to earn Retail Profit and/or Business Profit on every sale they make or participate in as outlined herein. Only the Qualified Business Trainer



in their respective MWP product can accept payments for all MWP product sales. The Qualified Business Trainer will then allocate retail profits and business profits.

## Definitions:

**Business Owner:** A 'Business Owner' is anyone who has enrolled with Wealth Training, agreeing to the terms and conditions of the Wealth Training Business Owner and Business Trainer Agreement who is authorised but not obligated to sell Wealth Training products. All Business Owners are eligible to retain the 'Retail Profit' portion of all sales they make. All Business Owners are 'Resellers' of Wealth Training products.

**Direct Buy:** The price paid to Wealth Training by a Trained Business Owner for the products they sell after all Retail Profit and Business Profit have been retained from the sales price.

**Business Profit:** The Business Profit amount is the difference between the Direct Buy and the Wholesale price.

**Training Sale:** Any sale made that counts toward a Business Owners Training at a respective Product Level whereby the Qualified Upline Business Trainer retains 50% the Business Profit.

**Enrolling Others:** Bringing someone into the business; enrolling someone as a Wealth Training Business Owner. Every Business Owner is eligible to enrol others as Wealth Training Business Owners. No money is earned by any Business Owner by simply enrolling others.

**Indirect Personal Sale:** A Personal Sale made by someone you have enrolled.

**Line; Business Organisation:** A line consists of both Upline and Downline members relative to a particular Business Trainer. Only a Business Trainer is eligible to build a downline at their respective product(s) they have been trained in and been accepted by Wealth Training as a Qualified Business Trainer. Upline is a term used to describe the people who are above a person in the organisation.

This includes the person who enrolled a Business Owner and Business Trainer, aka a sponsor, and those above the sponsor. Downline are Business Owners and Business Trainers who are in a Business Trainers Sales Register.

**Personal Sale:** Any sale an Business Owner directly makes.

**Position:** The placement of a Business Owner and Business Trainer on a register in chronological order based on initiation of the Qualification Process.

**Qualified Business Trainer:** Term used to describe a specific Wealth Training product that a Business Owner has met the Training Sales requirements and completed all relevant business training. A Business Owner completes the Training Sales requirements for a product and becomes a Qualified Business Trainer eligible to sell and retain both Retail Profit and/or Business Profit as applicable, and build a Sales Register at the respective Product Level.

**Released:** Once a Business Owner has met his/her Training Sales requirements and completed all relevant business training, his/her Upline Business Trainer, whose Sales Register they are on, will Release them from their Sales Register as a fully Qualified Business Trainer at the respective Product Level; Released Qualified Business Trainers are eligible to begin building their own Sales Registers at this Level.

**Reseller:** A Business Owner or Business Trainer who has contracted with Wealth Training and is authorised but not obligated to sell Wealth Training products. Wealth Training Business Owners and Business Trainers may purchase Wealth Training products at the Wholesale price and resell these products to the end consumer.

**Retail Profit:** Retail Profit is the difference between the Retail Price and the Wholesale Price.

**Retail Sale:** The sale of any Wealth Training product to a retail customer;

**Sales Register; Register:** A Qualified Business Trainer is eligible to build a 'Sales Register' for the respective Product Level(s) they are Qualified. Sales Registers include Qualifying Business Owners who have enrolled directly under a Business Trainer being placed on the Sales Register for all Product Levels Qualified, OR, under a Qualifying Business Owners in the Qualifying Owners Downline who have initiated their Qualification at a respective Product Level, OR, Customers who have purchased Wealth Training products from a Business Owner.

## **QUALIFICATION:**

Business Owners automatically advance to Trained Business Owners by meeting the training requirements.

Trained Business Owners can apply to become a Business Trainer through Wealth Training, once accepted they will be "Released" by their respective Business Trainer thus becoming a Qualified Business Trainer at that Product Level.

## **Trained Business Owner Levels:**

**MWP1 (Millionaire With a Purpose):** MWP1 Trained Business Owner's are eligible to sell the Creating Wealth Through Property program (MWP1), retain all Retail Profit and or Business Profit on personal sales, Qualification as an MWP1 Trained Business Owner is a prerequisite\* to initiate Qualification as a Trained Business Owner at all other levels.

**MWP2 (Millionaire With a Purpose):** MWP2 Trained Business Owners are eligible to sell the 'Creating Wealth Through Property' Business Fast Track program, retain all Retail Profit and or Business Profit on personal sales, MWP2 Business Trainer Qualification is a prerequisite\* to initiate Qualification as an MWP3 and MWP4 Trained Business Owner.

**MWP3 (Millionaire With a Purpose):** MWP3 Trained Business Owners are eligible to sell the Ultimate Success in Real Estate Summit Live Event Tickets, retain all Retail Profit and or Business Profit on personal sales.

**MWP4 (Millionaire With a Purpose):** MWP4 Trained Business Owners are eligible to sell the Millionaire Maker Real Estate Summit Live Event Tickets, retain all Retail Profit and or Business Profit on personal sales.

**MWP5 (Millionaire With a Purpose):** MWP5 Qualified Business Trainers are eligible to sell the Live Event Annual Updates, build an MWP5 Sales Register, retain all Retail Profit and or Business Profit on personal sales.

**MWP6 (Millionaire With a Purpose):** MWP6 Is the term given to the upgrade from MWP1 to MWP2. Qualified MWP2 Trained Business Owners are eligible to sell the upgrade and retain the Retail Profit and or Business Profit on personal sales.

**MWP7:** MWP7 is a title awarded to a Trained Business Owners at all levels. Named the 'Business Leadership Program'.

### **Becoming an MWP1 and/or MPW2 Trained Business Owner:**

Business Owners who wish to advance to Trained Business Owners may do so by:

**Method:** Initiate your MWP1 Trained Business Owner Qualification by making a personal sale of MWP1.

At this point your Qualified Business Trainer will train you on all aspects of the business and assist you in making your next 4 sales. After this you will become a MWP1 Trained Business Owner. These Training sales could be additional personal sales, or they could be retail or business customer sales. The Business Profit will be shared 50/50 with your Qualified MWP1 Business Trainer. The Retail Profit will belong to Business Owner.

Each product level requires the same qualification process except for Business Owners who personally purchase the MWP7 'Business Leadership Program' within the first 28 days of enrolling as a Business Owner with Wealth Training. A Business Owner who personally purchases the MWP7 only has to make 4 training sales at the MWP1 or MWP2 level to become a Trained Business Owner at every level.

New Business Owners who have enrolled under another Business Owners are placed on the Sales Register of the Business Owners Upline Business Trainer at the respective product level(s); the enrolling/sponsoring Business Owner retains no rights over the new Business Owner they enrolled or their future sales or enrolling/sponsoring activity, as they are not Business Trainers and cannot build a downline.

### **Royalty Free Rights Resell and Licensing Rights To Wealth Trainings 6 Online Products:**

Any Business Owner who purchases the MWP1, 2, 3, 4 or 7 will also get the licensing rights to Wealth Trainings 6 online products royalty free. These products may be sold at whatever price the Business Owner wants. The products have recommended retail prices only. All proceeds from the sale of these products will be retained by the Business Owner and or Business Trainer marketing them.

These products are:

Product #1: Becoming A Property Developer RRP \$17,

Product #2: Finding and Buying Undervalued Properties RRP \$17,

Product #3: Finding Cashflow Properties RRP \$17,

Product #4: Renovation For Beginners RRP \$17,

Product #5: Sell Your House For More Than It's Worth RRP \$17,

Product #6: The Renovation Blueprint RRP \$497.

## **Qualified Business Trainer Levels:**

**MWP1 (Millionaire With a Purpose):** MWP1 Qualified Business Trainers are eligible to sell the Creating Wealth Through Property program (MWP1), build an MWP1 Sales Register, continue to retain all Retail Profit and or Business Profit on personal sales, retain 50% of the Business Profit on Training Sales made by Business Owners in their MWP1 Sales Register. And receive Business Profit on all MWP1 Sales made by all Business Owners who have not purchased MWP1 who they personally enrol. Qualification as an MWP1 Business Trainer is a prerequisite\* to initiate Qualification as a Business Trainer at all other levels.

**MWP2 (Millionaire With a Purpose):** MWP2 Qualified Business Trainers are eligible to sell the 'Creating Wealth Through Property' Business Fast Track program, build an MWP2 Sales Register, continue to retain all Retail Profit and or Business Profit on personal sales, retain 50% of the Business Profit on Training Sales made by Business Owners in their MWP2 Sales Register. And Receive Business Profit on all MWP2 Sales made by all Business Owners who have not purchased MWP2 who they personally enrol. MWP2 Business Trainer Qualification is a prerequisite\* to initiate Qualification as an MWP3 Business Trainer.

**MWP3 (Millionaire With a Purpose):** MWP3 Qualified Business Trainers are eligible to sell the Ultimate Success in Real Estate Summit Live Event Tickets, build an MWP3 Sales Register, retain all Retail Profit and or Business Profit on personal sales, retain 50% of Business Profit from Training Sales made by Business Owners in their MWP3 Sales Register. And Receive Business Profit on all MWP3 Sales made by all Business Owners who have not purchased MWP3 who they personally enrol.

**MWP4 (Millionaire With a Purpose):** MWP4 Qualified Business Trainers are eligible to sell the Millionaire Maker Real Estate Summit Live Event Tickets, build an MWP4 Sales Register, retain all Retail Profit and or Business Profit on personal sales, retain the Business Profit on Training Sales made by Qualifying Distributors in the MWP4 Sales Register. And Receive Business Profit on all

MWP4 Sales made by all Business Owners who have not purchased MWP4 who they personally enrol.

**MWP5 (Millionaire With a Purpose):** MWP5 Qualified Business Trainers are eligible to sell the Live Event Annual Updates, build an MWP5 Sales Register, retain all Retail Profit and or Business Profit on personal sales, retain the Business Profit on Training Sales made by Qualifying Business Owners in the MWP5 Sales Register. And Receive Business Profit on all MWP5 Sales made by all Business Owners who have not purchased MWP5 who they personally enrol.

**MWP6 (Millionaire With a Purpose):** MWP6 Is the term given to the upgrade from MWP1 to MWP2. Qualified MWP2 Business Trainer are eligible to sell the upgrade and retain the Retail Profit and or Business Profit on personal sales and retain the Business Profit on Training Sales made by Qualifying Business Owners in the MWP2 Sales Register. And Receive Business Profit on all MWP6 Sales made by all Business Owners who have not purchased MWP6 who they personally enrol.

**MWP7:** MWP7 is a title awarded to a fully Qualified Business Trainer at all levels. Named the 'Business Leadership Program'.

### **Becoming an MWP1 and/or MWP2 and/or MPW7 Qualified Business Trainer:**

Trained Business Owners who complete the 2 day live business training may apply to Wealth Training to become Qualified as MWP1, MWP2 or MWP7 Business Trainers.

**Method:** Successfully complete the Training and Sales Requirements to become a Trained Business Owner. Attend one of the scheduled 2 day live Business Training events.

# Product Price List and Profit Margins

Product Name	Retail Price	Retail Profit	Wholesale Price	Business Profit	Direct Buy
MWP1 Creating Wealth Through Property	\$2997	\$497	\$2500	\$2000	\$500 + \$50 GST if based in Australia)
MWP2 Business Fast Track Program	\$7497	\$1497	\$6000	\$5000	\$1000 + \$100 GST if based in Australia)
MWP3 Ultimate Success in Real Estate Summit	\$9997	\$1997	\$8000	\$5000	\$3000 + \$300 GST if based in Australia)
MWP4 Millionaire Maker Real Estate Summit	\$14997	\$2997	\$12000	\$8000	\$4000 + \$400 GST if based in Australia)
MWP5 Live Event Update (Must own MWP2)	\$1875	\$375	\$1500	\$1000	\$500 + \$50 GST if based in Australia)
MWP6 Upgrade from MWP1 to MWP2	\$4997	\$997	\$4000	\$3000	\$1000 + \$100 GST if based in Australia)
MWP7 Business Leadership Program	N/A	N/A	\$27500	\$19000	\$8500 + \$850 GST if based in Australia)

Retail Customer's generally will not buy all the product range at once which is why there are no prices listed at the MWP7 program.