The Elite Business Partner Program Agreement Think and Grow Global Education Pty Ltd t/as Think and Grow Education (ACN 617 319 945)

Contents

1.	Introduction	3
2.	Definitions and Interpretation	3
3.	Engagement	6
4.	Provision of the Services	6
5.	Training	7
6.	The Company to provide Online Infrastructure	8
7.	BP Referral Fees	9
8.	GST	10
9.	Confidentiality, Use of Data and Marketing External Products	10
10.	Payment	11
11.	Intellectual Property and the Data	12
12.	Liability and remedies	12
13.	Termination	13
14.	Notices	14
15.	General	14
	Schedule 1 BP Referral Fees	16

Parties

Company	Think and Grow Global Education Pty Ltd (ACN 617 319 945)	
	(Company)	
Business Partner	You	
	(BP)	

Operative provisions

1. Introduction to and Acceptance of this Agreement

- 1.1 This agreement sets out the terms and conditions on Think and Grow Global Education Pty Ltd (ACN 617 319 945) (the **Company**) offers to engage you (the **BP**) as a business partner in the online marketing of its products and services.
- 1.2 This is an agreement between the Company and the BP.
- 1.3 By you causing the box next to "I have read, accept and agree to the Elite Business Partner Program Agreement" to be marked and the "Submit" button to be clicked, both of which appear on the Company's "Elite Business Partner Training Platform" webpage, you accept and agree to be bound by the terms of this agreement.

2. Definitions and Interpretation

- 2.1 The following definitions apply to this agreement:
 - (a) **BP Referral Fee** means the referral fee payable to the BP pursuant to clause 7;
 - (b) **Business Day** means a day (other than a Saturday, Sunday or public holiday) when banks in Perth, Western Australia are open for business.
 - (c) Claim means any actual, contingent, present or future claim, complaint, demand, proceeding, suit, litigation, action, cause of action or other legal recourse for any Loss, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether in contract, tort (including but not limited to negligence), under statute or otherwise; whether direct or indirect;
 - (d) **Company's Commission** has the meaning ascribed by clause 9.2(b);
 - (e) **Confidential Information** has the meaning ascribed by clause 9.1(a);
 - (f) **CRM** means the customer relations management system that is maintained by the Company;
 - (g) **Data** means a Visitor's contact details including their name, mobile and email address which has been entered into the CRM as a result of a Visitor utilising a Lead Magnet promoted by the BP;
 - (h) **External Products** has the meaning ascribed by clause 9.2(a);

- (i) **GST** has the same meaning given to that expression in the GST Law;
- (j) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth), as in force from time to time;
- (k) GST Law has the same meaning given to that expression in the GST Act;
- (I) Intellectual Property Rights means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
- (m) **Investment** means the sum of \$16,990;
- (n) **Lead Magnet** means content provided by the Company and promoted by the BP that:
 - (i) contains content, a product or a service from the Company, or an offer to access content, a product or a service from the Company; and
 - (ii) contains a link that, when utilised by a Visitor, causes Data to be entered into the CRM together with information that identifies that Visitor and Data as being sourced by the BP;
- (o) Notice means any notice or other communication by one party to the other party under the terms of this agreement including but not limited to any request, demand, consent, waiver or approval;
- (p) **Online Infrastructure** has the meaning ascribed by clause 6.1;
- (q) **Privacy Act** means the **Privacy Act** 1998 (Cth);
- (r) Relevant IP means all Intellectual Property Rights that the BP makes, develops or conceives (whether alone or in conjunction with someone else, and whether during or outside normal working hours), if any, in the course of, or arising out of, the provision of the Services to the Company, including any Intellectual Property Rights so made, developed or conceived:
 - (i) using the premises, resources or facilities of the Company or any of its customers, clients or suppliers;
 - in the course of, as a consequence of, or in relation to, the provision of the Services by the BP and/or the performance (whether proper or improper) of the BP's duties and responsibilities to the Company under this agreement or otherwise;
 - (iii) as a direct or indirect result of any person's access to any Confidential Information or Intellectual Property Rights of the Company or any of its customers, clients or suppliers; or

- (iv) in respect of any of the products or services of the Company or any of its customers, clients or suppliers, or any alterations, additions or methods of making, using, marketing, selling or providing such products or services.
- (s) **RPC** means a Referral Partner Centre, being an area within the CRM where the BP can access information and resources provided by the Company for the purposes of the BP carrying out the Services, including not limited to:
 - (i) marketing content;
 - (ii) courses; and
 - (iii) Lead Magnets.
- (t) **Start Date** means the date that this agreement is accepted by the BP pursuant to clause 1.3 or such other date as the parties may agree in writing;
- (u) **Services** has the meaning ascribed by clause 4.1.
- (v) **Term** has the meaning ascribed by clause 3.2;
- (w) **Training** has the meaning ascribed by clause 5.1;
- (x) Visitor means a person who utilises a Lead Magnet that has been promoted by the BP and has Data added to the CRM as a result of utilising that Lead Magnet, but does not include a person who already had contact details in the CRM at the time of utilising that Lead Magnet. A person who was a Visitor but then has their Data removed from the CRM for any reason ceases being a Visitor at the time of such removal.
- (y) **Webpage** has the meaning ascribed by 6.1(a).
- 2.2 The following rules of interpretation apply in this agreement unless the context requires otherwise:
 - (a) headings in this agreement are for convenience only and do not affect its interpretation or construction;
 - (b) no rule of construction applies to the disadvantage of a party because this agreement is prepared by (or on behalf of) that party;
 - (c) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
 - a reference to a document (including this agreement) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
 - references to recitals, clauses, subclauses, paragraphs, annexures or schedules are references to recitals, clauses, subclauses, paragraphs, annexures and schedules of or to this agreement;
 - (f) in each schedule to this agreement, a reference to a paragraph is a reference to a paragraph in that schedule;

- (g) a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- (h) an expression importing a natural person includes any individual, corporation or other body corporate, partnership, trust or association and any Governmental Agency and that person's personal representatives, successors, permitted assigns, substitutes, executors and administrators;
- (i) a reference to writing includes any communication sent by post, facsimile or email;
- (j) a reference to time refers to time in Perth, Western Australia and time is of the essence;
- (k) all monetary amounts are in Australian currency.

3. Engagement

Engagement

3.1 The Company engages the BP to provide the Services to the Company, and the BP hereby accepts the engagement and agrees to provide the Services to the Company in accordance with the terms of this agreement.

Commencement and Duration

- 3.2 The Company's engagement with the BP will:
 - (a) commence on the Start Date; and
 - (b) continue indefinitely until such time as the engagement is terminated in accordance with this agreement;

(the Term).

4. Provision of the Services

Services

- 4.1 In respect of the Company's engagement of the BP, the BP is to provide the following services to the Company under this agreement:
 - (a) be a social media ambassador for the Company;
 - (b) promote and endorse the Company online with the aim of building the Company's CRM and increasing the amount of Visitors to which there is Data in the CRM;
 - (c) subject to clause 5, create, operate and maintain the Social Media Pages on which the BP is to promote the Company's offers and programs that the Company provides from time to time;
 - (d) upon creation of the Social Media Pages, post promotional content on each of its profiles/pages a minimum of 14 times per week per profile/page, on the basis that:
 - (i) on the same Social Media Page, the same or substantially the same post cannot be used more than once every 26 weeks;

- (ii) the same or substantially the same post may be used across multiple Social Media Pages;
- (iii) each post must contain at least one Lead Magnet; and
- (iv) within 14 days of a request by the Company, make such changes to the Social Media Pages as may be reasonably required by the Company;

provided always that the BP cannot, at any time:

- (v) publish any content on the Social Media Pages or the Webpage; and
- (vi) publish any content pertaining in any way to the Company or it's products or services;

that has not been either provided by or approved in writing by the Company;

(collectively the Services).

- 4.2 Nothing in this agreement requires the BP engage in any promotion activities that are not online.
- 4.3 The BP's engagement by the Company is that of an independent contractor. Nothing in this agreement gives rise to any relationship of employment, partnership or joint venture between parties.

Consideration for the Services

4.4 In exchange for the Services, the Company is to provide the Online Infrastructure and pay the BP Referral Fees calculated in accordance with clauses 6, 7 and 10 below.

5. Training

- 5.1 The BP agrees that they must, within a reasonable period of time following the acceptance of this agreement, complete the training courses nominated by the Company for completion by the BP, in the order nominated by the Company, including but not limited to:
 - (a) the "Elite Business Partner Training" course or such course as may replace it (the Elite Course); and
 - (b) the "Thermodynamics of Money" course.

(the Training).

5.2 Unless otherwise agreed in writing with the Company, prior to commencing the Training and within 7 days of the Start Date the BP will pay the Investment to the Company for the Training. The BP will not be required to make further payments to the Company or any service provider for any aspect of the Training unless that aspect of the Training is rescheduled or taken again

- due to the BP's failure to attend or successfully complete that aspect of the Training, and it causes the Company to incur expense or loss.
- 5.3 After completion of 19 units of the Elite Course (or as many units of the Elite Course as the Company may specify prior to the BP commencing the Elite Course), and prior to continuing the Training, the BP must:
 - (a) establish a social media business page/account on a minimum of 5 social media platforms, as follows:
 - (i) the platforms on which the pages/accounts are to be established are Facebook, Instagram, Linked In, TikTok and X (formerly known as Twitter), unless otherwise nominated by the Company prior to the BP commencing the Course;
 - (ii) each page/account must include in its header/banner the Company's name and logo, which will be provided by the Company to the BP for this purpose.

(the Social Media Pages); and

- (b) obtain 50 Visitors.
- 5.4 The BP agrees and acknowledges that:
 - (a) unless agreed otherwise in writing, the BP will not be given access to the Training until it has paid the Investment in full;
 - (b) the BP has certain rights under law, such as the *Australian Consumer Law*, that cannot be excluded by this Agreement;
 - (c) except where required by law, the BP is not entitled to any refund of the amount it has paid to the Company for the Training for reasons such as if the BP changes its mind or if the BP does not enjoy any aspect of the Training;
 - (d) the BP has fully investigated and considered the Training and made any and all enquiries it wishes in relation to the Training, and has decided to enter into this agreement on the basis of its own investigations;
 - (e) the Training must be completed sequentially, in the order provided by the Company, and accordingly the BP is not entitled to access any part of the Training outside of the order specified by the Company; and
 - (f) without the written consent of the Company, the BP will not contact other contractors of the Company to offer or seek advice, management, training or support, and will only seek the Training from the nominated employees or nominated contractors of the Company.

6. The Company to provide Online Infrastructure

- 6.1 Unless otherwise agreed in writing with the Company, within 90 days of the BP paying the Investment in full to the Company, the Company will provide the following to the BP to enable it to carry out the Services:
 - (a) a "Think and Grow Education" branded webpage, containing individually designed banners and images for use by the BP in providing the Services (the Webpage),

- embedded with a unique URL to allow the Company to identify people who visit the Webpage;
- (b) Lead Magnets;
- (c) access to an RPC;
- (d) access to the Company's produced content, offers, giveaways and marketing giveaways;
- (e) marketing campaigns created by the Company to promote its products, services and offers.

(collectively the Online Infrastructure).

- 6.2 The Company will pay for the cost of the provision and maintenance of the Online Infrastructure by the Company's chosen suppliers.
- 6.3 With the written approval of the Company, if the BP so desires the BP may pay for additional marketing of the Company's content by third parties in connection with the BP performing the Services.
- 6.4 The BP acknowledges and agrees that the Company may, in their absolute discretion, change or cancel the Company's courses, offers or promotions at any time, upon giving 5 Business Days' written notice to the BP.
- 6.5 The BP acknowledges and agrees that:
 - (a) it cannot use the Webpage for any purpose other than providing the Services;
 - (b) the BP has certain rights under law, such as the *Australian Consumer Law*, that cannot be excluded by this Agreement; and
 - (c) except where required by law, the BP is not entitled to any refund of the amount it has paid to the Company for the Training for reasons such as the BP does not like the appearance or functionality of the Online Infrastructure.

7. BP Referral Fees

- 7.1 Subject to clauses 7.2, 7.3 and 10, where:
 - (a) a Visitor purchases a product or service from the Company as set out in Schedule 1;
 - (b) at the time the purchase is made, that Visitor has Data in the CRM and has not requested to cease receiving marketing and promotional material from or in relation to the Company or its products and services; and
 - (c) the Company receives payment from that Visitor for that purchase;

the BP shall be paid the applicable BP Referral Fee set out in Schedule 1.

- 7.2 The BP expressly agrees and acknowledges that:
 - (a) a Visitor is entitled to, on request, have the Data associated with them amended or removed from the CRM and the RPC, and none of the parties will be entitled to any

- payment on account of such amendment or removal, or be liable to the other party on account of such amendment or removal;
- (b) except as may be required by the Privacy Act, the BP is not entitled to seek the removal of Data from the CRM other than the BP's personal contact details;
- (c) a Visitor is entitled to, on request, cease receiving marketing and promotional materials, and none of the parties will be entitled to any payment on account of such cessation, or be liable to the other party on account of such cessation;
- (d) if a Visitor appears in the CRM more than once, and all instances are attributable to the BP, the BP is only entitled to one instance of the BP Referral Fee for any purchase made by that Visitor;
- (e) if a person has their contact details entered into the CRM as a result of utilising a Lead Magnet promoted by the BP, but at the time of utilising that Lead Magnet, that person already had contact details in the CRM as the result of another contractor, agent or employee of the Company, then the BP is not entitled to any BP Referral Fees with respect to that person; and
- (f) the Company may, upon 14 days' written notice, add or remove products and services from Schedule 1, and may vary the BP Referral Fees set out in Schedule 1, but any BP Referral Fees earned prior to the variation taking effect will be paid at the rate at which they were earned.
- 7.3 If, for any reason, the Company refunds a Visitor for a purchase in respect of which it has paid the BP Referral Fee to the BP, then, within 14 days of the Company giving the BP written notice of that refund, the BP will repay to the Company the BP Referral Fee received on account of that purchase.

8. GST

8.1 Unless expressly stated otherwise, any sum payable, or amount used in the calculation of a sum payable, pursuant to this agreement as the consideration for any taxable supply includes any GST payable in respect of that supply.

9. Confidentiality, Use of Data and Marketing External Products

- 9.1 Subject to clause 9.2:
 - (a) the BP acknowledges and accepts that during the Term, the BP will be exposed to information and business practices of the Company which at all times are to remain the property of the Company and which may include, without limiting the generality of the foregoing, information relating to the business affairs and operations of the Company, client and other lists such as mailing lists, client details, sales and marketing information software, intellectual property, know-how and other material of a confidential nature pertaining to the business or clients of the Company and all documents relating to such information (Confidential Information);
 - (b) Confidential Information which may come into the BP's possession or knowledge in the course of or by reason providing the Services (whether or not the Confidential

- Information was originally supplied by the Company) are to be used by the BP solely for the purpose of providing the Services; and
- (c) other than in the course of providing the Services to the Company, the BP shall not utilise, in any manner or form, the Confidential Information and without limiting the generality of the foregoing, shall not acquire any proprietary interest or the right to use the Confidential Information nor communicate, record, imitate, expose, reproduce or otherwise make available the Confidential Information to any Party without the prior written consent of the Company.
- 9.2 Provided always that the BP complies with the Privacy Act:
 - (a) During the Term, the BP may use Data to market products and services that are not the Company's products or services (**External Products**) if:
 - the Company is reasonably satisfied with evidence produced by the BP that the External Products are likely to be of interest and beneficial to the Company's clients;
 - (ii) the BP does not use the Webpage to promote the External Products;
 - (iii) the BP markets the External Products in accordance with the law; and
 - (iv) the BP obtains the Company's written consent, which will not be unreasonably withheld.
 - (b) If, during the Term, the BP uses Data to market External Products in compliance with subclause (a), then the BP will pay to the Company a sum equal to 20% of any remuneration (including but not limited to referral fees, commission and services fees) inclusive of GST that the BP receives from any third party for marketing the External Products using the Data (the **Company's Commission**).
 - (c) Within 30 days of the termination of this agreement and subject to all laws that regulate the provision and retention of the Data, the BP is entitled to take a copy of the Data held in the RPC.
 - (d) Nothing in this clause 9.2 gives the BP any proprietary interest in or ownership of Data, and the Company will at all times retains ownership of Data, subject to the Privacy Act.

10. Payment

Timing of payments

- 10.1 The Company is to pay to the BP the BP Referral Fees within 21 days of receiving payment from the Visitor for or on account of the relevant purchase. Where the Company receives partial payment from the Visitor, the Company will pay a proportional amount of the BP Referral Fees to the BP.
- 10.2 The BP is to pay to the Company the Company's Commission within 21 days of receiving payment of the remuneration on which the Company's Commission is calculated.

Method of payment

10.3 All amounts to be paid by a party to another party under or in connection with this agreement must be paid by way of electronic funds transfer into the account nominated by the other party.

No set-off or deduction

10.4 Unless otherwise specified in this agreement, all amounts payable under or in connection with this agreement must be paid without set-off, counterclaim, withholding, deduction or claim to a lien whatsoever, whether or not any such set-off, counterclaim, withholding, deduction or lien arises under this agreement.

11. Intellectual Property and the Data

- 11.1 All Relevant IP created or developed by the BP in the course of performing services under this agreement shall be owned exclusively by the Company. The BP hereby assigns all rights, title, and interest in such intellectual property to the Company. This assignment shall be effective upon creation or development of the Relevant IP.
- 11.2 For the avoidance of doubt, clause 11.1 does not apply to intellectual property that is created by the BP otherwise than in the course of performing services under this agreement.
- 11.3 Without limiting clause 11.1 and for the avoidance of doubt, subject to the Privacy Act and clause 9.2, the Data shall be owned exclusively by the Company. The BP hereby assigns all rights, title, and interest in the Data to the Company. This assignment shall be effective upon the collection of the Data.

12. Liability and remedies

Indemnity

- 12.1 The BP irrevocably indemnifies and covenants to hold the Company harmless from and against all losses that may be suffered by the Company which arise in connection with any breach of this agreement by the BP and/or any negligent or other tortious conduct of the BP in the performance of the Services.
- 12.2 The Company irrevocably indemnifies and covenants to hold the BP harmless from and against all losses that may be suffered by the BP which arise in connection with any breach of this agreement by the Company and/or any negligent or other tortious conduct of the Company.

Indemnities continuing

12.3 Each indemnity contained in this agreement is an additional, separate, independent and continuing obligation that survives the termination of this agreement despite any settlement of account or other occurrence and remains in full force and effect until all money owing, contingently or otherwise, under the relevant indemnity has been paid in full and no one indemnity limits the generality of any other indemnity.

Limitation of Liability

12.4 To the maximum extent permitted by law, the Company expressly excludes liability for any damage and/or delay in the performance of any obligation of the Company under this agreement where such damage or delay is caused by circumstances beyond the reasonable control of the Company. The BP acknowledges and agrees that the Company holds the benefit of this clause 12.4 for itself and as agent and trustee for and on behalf of each of its officers, employees and agents.

Remedies for breach

12.5 Each party acknowledges and agrees that, in the event of any breach by the other party of the provisions of clause 9, damages may not be an adequate remedy and the first-mentioned party may, in addition to any other remedies, obtain an injunction restraining any further violation by the other party and other equitable relief, together with recovery of costs.

13. Termination

Termination by the Company

- 13.1 The Company may terminate this agreement without notice if the BP:
 - (a) commits a material or persistent breach of this agreement;
 - (b) repudiates or, in the reasonable opinion of the Company, evinces an intention to repudiate, this agreement;
 - (c) disparages or denigrates the Company to any other person;
 - (d) posts content to the Social Media Pages or the Webpage that the Company reasonably considers to be inappropriate, offensive or scandalous;
 - (e) post content in any location that pertains to the Company and which the Company reasonably considers to be inappropriate, offensive or scandalous;
 - (f) is convicted of a criminal offence during the Term; or
 - (g) did not disclose to the Company any criminal conviction of the BP prior to entering into this agreement.

Termination by the BP

13.2 The BP may terminate this agreement for any or no reason without notice, and is not entitled to a refund of any amounts paid to the Company except as otherwise required by any law, such as the <u>Australian Consumer Law</u> as may be applicable.

Effect of and obligations upon termination

- 13.3 In the event of any termination of this agreement in any circumstances and for any reason whatsoever:
 - (a) the Company will remain liable to pay all BP Referral Fees accrued up to and including the date of termination;
 - (b) the BP will remain liable to pay any of the Investment that may be unpaid as at the date of termination, irrespective of the extent to which the BP completed the Training;

- (c) the BP will immediately disable the Webpage and delete the Social Media Pages, to the extent that they relate to the Company and any property of the Company, including but not limited to intellectual property; and
- (d) without the written consent of the Company, the BP will not hold themselves out as being engaged by or affiliated with the Company in any way.

Accrued rights

13.4 Termination of this agreement will not affect any rights or liabilities that the parties have accrued under it prior to such termination.

Survival

13.5 The obligations of the parties under clause 6.5, 7.3, 9, 11 and 12, , will survive the termination of this agreement, together with any other term by which its nature is intended to do so

14. Notices

- 14.1 A Notice given to a party under this agreement must be in writing and sent to the email address of the relevant party as the relevant party may notify to the other party from time to time; and
- 14.2 A Notice is deemed to have been received 4 hours after the sent time (as recorded on the sender's e-mail server), unless the sender receives a notice from the party's email server or internet service provider that the message has not been delivered to the party, except that, if such deemed receipt is not within business hours (meaning 9:00 am to 5:30 pm on a Business Day), the Notice will be deemed to have been received at the next commencement of business hours in the place of deemed receipt.
- 14.3 To prove service, it is sufficient to prove that the email was transmitted to the party's email server or internet service provider.

15. General

Further assurances

15.1 Each party must (at its own expense, unless otherwise provided in this agreement) promptly execute and deliver all such documents, and do all such things, as any other party may from time to time reasonably require for the purpose of giving full effect to the provisions of this agreement.

Third parties

15.2 This agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

Costs

15.3 All costs and expenses in connection with the negotiation, preparation and acceptance of this agreement, and any other agreements or documents entered into or signed pursuant to this agreement, will be borne by the party that incurred the costs.

Entire agreement

15.4 This agreement contains the entire understanding between the parties in relation to its subject matter and supersedes any previous arrangement, understanding or agreement relating to its subject matter. There are no express or implied conditions, warranties, promises, representations, obligations or other terms, written or oral, in relation to this agreement other than those expressly stated in it or necessarily implied by statute.

Severability

- 15.5 If a provision or the application of a provision of this agreement is invalid, prohibited, void, illegal or unenforceable in a jurisdiction:
 - (a) it is to be read down or severed or be ineffective in that jurisdiction to the extent of the prohibition, invalidity voidness, illegality or unenforceability; and
 - (b) this will not affect the validity or enforceability of that provision in another jurisdiction, or the remaining provisions.

No waiver

- 15.6 Any waiver of a right under this agreement must be in writing and signed by the party granting the waiver.
- 15.7 No failure, delay, relaxation, forbearance or indulgence by a party in exercising any power or right conferred upon it under this agreement will operate as a waiver of that power or right in any subsequent matter or prejudice or restrict the rights of the party. No single or partial exercise of any power or right precludes any other or future exercise of it, or the exercise of any other power or right under this agreement.

Amendment

15.8 This agreement must not be varied except in writing and accepted by all parties.

Assignment

- 15.9 The BP must not assign or otherwise transfer, create any charge, trust or other interest in, or otherwise deal in any other way with, any of its rights under this agreement without the prior written consent of the Company.
- 15.10 The Company may license, sell, assign, transfer or sub-contract all or any part of its rights under this agreement without the prior written consent of the BP.

Governing law and jurisdiction

- 15.11 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Western Australia, Australia.
- 15.12 The parties irrevocably agree that the courts of Western Australia, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this agreement or its subject matter or formation (including non-contractual disputes or claims).

Product or Service Purchased by the Visitor	BP Referral Fee	
Any online course created exclusively by the Company where the purchase price paid by the Visitor is between \$200.00 and \$19,999.00 and where that course is not otherwise dealt with in this Schedule	20% of the amount paid by the Visitor to the Company for the course	
The Evolve Retreat	\$400 for each Visitor that purchases and pays in full for an enrolment in the retreat	
Ultimate Coaching Program, it being noted that this program is only offered to select persons at the Company's absolute discretion, and is not open to the general public for enrolment.	\$10,000 for the first Visitor that purchases and pays in full for an enrolment in the program and \$5000 for each subsequent Visitor that purchases and pays in full for an enrolment in the program	
All meditations where the purchase price paid by the Visitor is at least \$4.95	20% of the amount paid by the Visitor to the Company for the meditation	
Any mini course where the purchase price paid by the Visitor is less than \$200	20% of the amount paid by the Visitor to the Company for the mini course	
"Unthinkable" live workshop	10% of the amount paid by the Visitor to the Company for the workshop	
Where a Visitor purchases and pays in full for an investment property through the Company's property providers, and the Company receives a referral fee from the provider of that property on account of that particular property purchase by that Visitor	20% of the referral fee received by the Company, capped at a maximum BP Referral Fee of \$6,000 for the first 4 property purchases on account of Visitors attributable to the BP, then capped at a maximum BP Referral Fee of \$7,000 for each property thereafter.	
Any product or service of the Company not otherwise listed in this Schedule 1	20% of the amount paid by the Visitor to the Company for that product or service	