

CONDITIONS OF FREEDOM PLUS MENTORING PROGRAM
(Investa Solutions)

1. BACKGROUND

- 1.1 The FP Benefits are in addition to and supplement the rights and obligations of the Member under Freedom Membership.
- 1.2 Therefore, before being eligible to apply for FP Benefits under these FP Conditions, an FP Member must:
- (a) have successfully completed the Member's Registration;
 - (b) have paid the Subscription Fee; and
 - (c) be currently entitled to Freedom Membership.
- 1.3 The Standard Conditions (applicable to the Member by virtue of Freedom Membership) apply to these FP Conditions as if they were set out in full. However, if there is any inconsistency between the terms of the Standard Conditions and these FP Conditions, these FP Conditions will apply to the extent of that inconsistency.
- 1.4 Words which are defined in the Standard Conditions and which are used in these FP Conditions have the same meanings as given to them in the Standard Conditions.
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2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

Under these FP Conditions, unless the context indicates a contrary intention:

Advanced Workshop Training means attendance at a training seminar or workshop in a location nominated by Investa Solutions and focused on issues relating to investment in property ownership;

Equity Escape Invitation means an invitation to attend, at the FP Member's own cost, a conference at a location nominated by Investa Solutions and:

- (a) presenting an educational program mainly focused on issues relating to investment in property ownership; and
- (b) appropriately structured so that the FP Member's costs of attendance may be tax deductible (subject to the FP Member's personal and financial circumstances);

FP Benefits means the rights and benefits to participate in the Freedom Plus Mentoring Program which are acquired by the FP Member under these FP Conditions;

FP Commencement Date means the date on which the FP Member pays the FP Subscription Fee;

FP Conditions means these terms and conditions, pursuant to which the FP Benefits are granted;

FP Member means the Member to whom the FP Benefits are provided by Investa Solutions;

FP Membership Year means each period of one year commencing on the FP Commencement Date;

FP Subscription Fee means the sum of \$2,750.00, inclusive of GST;

Freedom Membership means the membership and entry-level benefits acquired by a Member upon completing the Member's Registration;

Freedom Plus Property Portfolio means a list of residential property investment opportunities, offered for sale exclusively to FP Members, either:

- (a) as a fully developed residential property; or
- (b) as vacant land with a separate building contract for the construction of a residential dwelling;

Investa Solutions means Investa Solutions Pty Ltd ABN 72 124 350 894 of 213 Greenhill Road Eastwood SA 5063 Australia, being the provider of Freedom Membership and the FP Benefits;

Market Value means (in relation to a potential residential property opportunity) a price which is supported by a written valuation from an independent licensed valuer and represents that valuer's opinion of the property's commercial value;

Member means the individual, company, partnership, trust or entity to whom Freedom Membership is provided by Investa Solutions;

Mentor means a representative of Investa Solutions, who must be:

- (a) appropriately trained and experienced;
- (b) capable of providing property finance coaching; and
- (c) able to produce, review, supplement and update a Tailored Strategy for the FP Member from time to time;

Mentor Support means the ability of an FP Member to communicate effectively with a Mentor, either in person, by telephone, by e-mail or in such other method as reasonably determined by the Mentor from time to time;

Mentoring Meeting means a one-on-one meeting (whether face-to-face, by telephone, by videoconference or otherwise) between the FP Member and a Mentor;

Referred Service Provider means any person, professional, company, vendor of land, licensed agent, licensed valuer, builder or service provider recommended by, or to whom the FP Member is referred by, Investa Solutions;

Standard Conditions means a the conditions attaching to Freedom Membership

Tailored Strategy has the same meaning as given to that expression in the Standard Conditions; and

Uncontrollable Event means an event, circumstances or action that is beyond the direct control of Investa Solutions.

2.2 Interpretation

In these Conditions:

- (a) Clause headings are inserted for convenience of reference only and will be ignored in the interpretation of these Conditions;
- (b) Unless inconsistent with the context, a reference to a party includes that party's executors, administrators, personal representatives, successors and lawful assigns; and

- (c) Words importing the singular include the plural and visa versa and words importing a gender include each other gender.
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3. OBLIGATIONS OF INVESTA SOLUTIONS

3.1 FP Benefits

The FP Member shall receive in each FP Membership Year the following benefits from Investa Solutions (as requested by the FP Member from time to time):

- (a) the right to participate in not less than 4 Mentoring Meetings (at least 2 of which will be face-to-face Mentoring Meetings) to develop, prepare, update and supplement the FP Member's Tailored Strategy;
- (b) free at-call Mentor Support, as reasonably required by the FP Member from time to time;
- (c) an annual Equity Escape Invitation;
- (d) the right to participate in not less than 2 sessions of Advanced Workshop Training; and
- (e) access to the Freedom Plus Property Portfolio.

3.2 Freedom Plus Property Portfolio

Investa Solutions will use reasonable endeavours to source, and list on the Freedom Plus Property Portfolio, residential property investment opportunities throughout Australia which meet the following criteria:

- (a) such properties should be in an area where there is historical or other evidence suggesting that it is reasonable to expect future growth in residential property prices in that area;
 - (b) such properties should be designed and constructed to minimise ongoing maintenance and repair obligations; and
 - (c) such properties should be offered for sale to FP Members at a price that represents a discount below its Market Value.
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4. OBLIGATIONS OF FP MEMBER

4.1 FP Member's Borrowing Obligations

If the FP Member wishes to secure finance for the purposes of investing in or purchasing residential property (including any property sourced from the Freedom Plus Property Portfolio), the FP Member agrees to give Investa Solutions a reasonable opportunity to submit recommendations and proposals for such financial accommodation before applying for finance elsewhere.

4.2 Freedom Membership

If the FP Member's Freedom Membership will lapse during an FP Membership Year, the FP Member must renew the Freedom Membership not less than one month before it lapses.

5. FEES

5.1 FP Subscription Fee

The FP Member must pay the FP Subscription Fee in advance either:

- (a) by credit card;
- (b) by cheque made out to 'Investa Solutions Marketing'; or
- (c) by cash.

5.2 Payment as Pre-Condition

The FP Member is not entitled to any rights, benefits or other entitlements under these FP Conditions unless and until the FP Member pays the FP Subscription Fees in full.

6. DISCLAIMERS

6.1 Uncontrollable Events

If an Uncontrollable Event prevents Investa Solutions performing any obligation or providing any benefit contemplated by these FP Conditions:

- (a) Investa Solutions will use reasonable endeavours to overcome the Uncontrollable Event;
- (b) Investa Solutions and the FP Member will cooperate with each other to minimise the inconvenience caused by the Uncontrollable Event; and
- (c) Investa Solutions will not be liable in any way to the FP Member or to third parties for any loss or damage arising directly or indirectly from the Uncontrollable Event.

6.2 Referred Service Providers

The FP Member acknowledges that:

- (a) the FP Member is responsible for assessing the qualifications of, and the suitability of services provided by, any person engaged from time to time by the FP Member, including any Referred Service Provider; and
- (b) Investa Solutions is not responsible for any advice or services provided to the FP Member by any Referred Service Provider.

6.3 Property Investment and Tax Issues

The FP Member acknowledges that:

- (a) all financial transactions (including investment in property, borrowing money and offering property as security) carry inherent commercial and legal risks;
- (b) the FP Member is responsible all commercial decisions made by the FP Member from time to time, including any decision by the FP Member to implement, or to not implement, any or all of the recommendations within a Tailored Strategy;
- (c) Investa Solutions does not guarantee any particular financial outcomes associated with the FP Member's circumstances, including those which may be contemplated by a Tailored Strategy;

- (d) historical trends of property prices represent only an indication of possible future trends and do not guarantee future performance;
- (e) Investa Solutions is not responsible for any financial loss which may be suffered by the FP Member as a consequence of the FP Member's decision to invest in property, including any property sourced from the Freedom Plus Property Portfolio; and
- (f) Investa Solutions does not offer any advice regarding taxation;
- (g) the FP Member is not entitled to rely upon any statement by Investa Solutions (including by a Mentor) relating to taxation; and
- (h) it is the FP Member's responsibility to obtain in advance appropriate independent taxation advice from an suitably qualified consultant, including in relation to the taxation treatment of proposed property investments and the tax deductibility (or otherwise) of the Equity Escape Invitation.

6.4 **Maximum Claim**

The FP Member agrees that the maximum liability (whether in damages or by way of indemnity) of Investa Solutions arising as a result of any breach by Investa Solutions of these FP Conditions shall be, at Investa Solutions' discretion, either of:

- (a) a pro rata refund of the FP Subscription Fee paid by the FP Member in respect of the preceding six month period; or
- (b) rectification of the breach by Investa Solutions.

7. **DEFAULT AND TERMINATION**

7.1 **Termination by Investa Solutions**

Investa Solutions may terminate the FP Benefits with immediate effect by giving notice to the FP Member if at any time:

- (a) the FP Member breaches any of its obligations under these FP Conditions and such breach is not remedied within 14 days after Investa Solutions has notified the FP Member in writing of the breach; or
- (b) the FP Member is, in the reasonable opinion of Investa Solutions, insolvent.

7.2 **Termination by FP Member**

The FP Member may terminate the FP Benefits with immediate effect by giving notice to Investa Solutions if at any time:

- (a) Investa Solutions breaches any of its obligations under these FP Conditions and such breach is not remedied within 14 days after the FP Member has notified Investa Solutions in writing of the breach; or
- (b) Investa Solutions is, in the reasonable opinion of the FP Member, insolvent.

7.3 **Termination without Prejudice**

Termination of the FP Benefits under this clause will not prejudice any rights or remedies accrued to Investa Solutions or to the FP Member under, or in respect of, any breach of these FP Conditions.

8. MISCELLANEOUS

8.1 Severability

Any provision of these FP Conditions that is, or becomes, illegal, void or unenforceable will be ineffective to the extent only of such a legality, voidness or unenforceability and will not invalidate the remaining provisions of these FP Conditions.

8.2 Governing Law

These FP Conditions are governed by, take effect under, and will be construed in accordance with, the laws of South Australia and the FP Member irrevocably and unconditionally agrees to submit to the exclusive jurisdiction of the Courts of South Australia and those Courts entitled to hear appeals from them.