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# **Success Resources Affiliate Agreement**

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## **SUCCESS RESOURCES AFFILIATE AGREEMENT**

WHEREAS, Success Resources (hereinafter “SR”) has established a program to recognize and reward individuals (hereinafter “Affiliates”) who refer new clients to SR courses and events, and,

WHEREAS, Affiliates have the ability and desire to promote and market SR courses and events to third parties not previously clients of SR,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Affiliate shall promote SR courses and events in accordance with the current promotional opportunity set forth in [www.sraffiliatecentre.com](http://www.sraffiliatecentre.com) website, attached hereto and incorporated herein by this reference. In consideration of such referrals, SR shall pay to the Affiliates the commission set forth in [www.sraffiliatecentre.com](http://www.sraffiliatecentre.com) website. The Affiliate commission program set forth herein applies only to SR courses, camps and events.
2. Affiliates shall promote and market SR courses and events using only promotional materials supplied by, or purchased from, SR. Affiliates acknowledge that such SR materials are the intellectual property of SR, New Peaks LLC, SR Speakers and SR Partners and are protected by trademark and/or copyright, and may not be reproduced without the express, written consent of SR, New Peaks LLC, SR Speakers and SR Partners. Affiliates shall submit for approval of SR, prior to use, any marketing or promotional material not provided by SR. SR shall not unreasonably withhold its approval of such material, but SR shall have the exclusive right to determine the acceptability of such material. Affiliates may purchase SR material for their use in marketing on a cost plus 10% basis, plus shipping, unless otherwise agreed in writing. Affiliates must adhere to the Marketing Practices, Compliance and Guidelines outlined in <http://www.successresources.com/marketing-practices>
3. Affiliates shall be compensated only for referrals of new clients not those already contained within SR’s database. Affiliates shall be compensated only for their own referrals and not for subsequent referrals of those individuals unless purchased through Affiliates. Affiliates shall not be entitled to referral fees based upon their own course registrations. Affiliates shall be entitled to commissions for referrals made subsequent to the date of the Affiliate’s registration for the Affiliate program only. No commissions shall be considered earned for any referrals made prior to Affiliate’s participation in this program.
4. Commission to which Affiliates shall be entitled are payable only after the course, camp or event has been paid for in full and the attendee has graduated from the event. All Affiliate commission payments shall be made in local currency. Payment of commission based upon payment for courses, camps or events shall be subject to conversion at exchange rates prevailing at the time of payment. This is to inform you that all commissions, generated for each sale

through the affiliate link, will be reflected on the affiliate portal within 2 business days.

5. Affiliates shall not enter their own or any other Affiliate's Reference number inside copies of *Secrets of the Millionaire Mind* book or audio set prior to the purchase or sale of the book(s). While attending/volunteering at any SR event, course or camp, Affiliates shall not solicit attendees to become their referral and Affiliates shall not hand out tickets to SR events containing their Affiliate ID. Any Affiliate in violation of this provision will be removed from the program and shall forfeit any and all commission due.
6. Affiliates shall maintain a current e-mail address through the Success Resources Affiliate website and with the XING Events ticketing website. Any events with ticket sales through XING Events will be handled by XING Events and are subject XING Events' terms and conditions. Affiliates shall be responsible for the accuracy of all Affiliate information entered into the website system. SR shall not be liable for errors in the entry of Affiliate information by Affiliates or by referred clients when registering for SR courses or events through the Success Resources Affiliate website link or through XING Events.
7. Affiliates agree to file and remit any and all appropriate tax returns and payments due on Commissions paid. Affiliates agree to abide by the SR Anti-Spam Policy: <http://www.successresources.com/anti-spam-policy>
8. Affiliates acknowledge that in entering into this agreement the parties hereto are independent contractors and entities, and no partnership, agency, employment or representative capacity is created or intended hereby. Affiliates shall not represent themselves to be agents or representatives of SR.
9. Affiliates may withdraw from the program at any time by notifying SR, in writing or by email. Withdrawal shall be effective upon receipt by SR of the Affiliate's election to withdraw.
10. SR reserves the right to modify the terms of this Agreement from time to time. The Affiliate shall be notified by email of any material changes to the Agreement. SR reserves the right at any time, and in its sole discretion, to terminate this Agreement with regard to any individual Affiliate and the right to terminate the Success Resources Affiliate program in its entirety.
11. Participation in the Success Resources Affiliate Program shall be considered to be de facto proof of the Affiliate's acceptance of all of the terms of the Agreement. This agreement sets forth all of the terms of the Success Resources Affiliate Agreement. No oral or written agreements or

understandings not expressly set forth herein shall have any effect. This Agreement shall supersede all previous oral or written Success Resources Affiliate Agreements, and the terms set forth herein shall be considered controlling. Should any individual term of this Agreement be deemed unenforceable, such invalidity shall not affect the enforceability of any remaining terms and conditions.

12. SR shall have no liability for any direct, indirect or consequential damages or losses of revenues or profits arising under or relating to this Agreement or the Success Resources Affiliate Program.

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## **General Terms and Conditions for the use of XING Events by affiliate partners.**

### **Preamble**

When registering as an affiliate partner with XING Events GmbH you accept in addition to the General Terms and Conditions already accepted during initial registration – the following general terms and conditions for the use of XING Events by affiliate partners ("GTC"). XING Events provides the services of XING Events third parties (users) through several top-level domains as well as through several sub-domains and aliases of these domains ("XING Events-Websites").

These GTC govern the contractual relationship between the affiliate partner and XING Events, independent of which XING Events website the affiliate partner has registered with or logged on to. The service is intended only for those persons aged 18 and above.

### **1. Purpose**

1.1. XING Events offers the opportunity to plan and organize meetings and events over the XING Events websites and to sell tickets to users of the XING Events websites (charges liable), while XING Events takes care of the payment processes. Affiliate partners have the option of integrating this service from XING Events into their own websites ("Affiliate Programme").

1.2. The contractual relationship with regard to the event and the sale of tickets exists solely between the ticket purchaser and the relevant event organizer. With regard to the sale of tickets, the affiliate partner enters into a contractual relationship only with XING Events.

1.3. XING Events provides the affiliate partner with several technical options regarding his participation in the affiliate programme. The affiliate partner is not permitted to alter these various technical options in any way. He is obliged to integrate these into his website solely in the way intended and described by XING Events.

## **2. Remuneration for affiliate partners**

2.1. The affiliate partner receives a performance-related remuneration in proportion to the relevant, valid price list, for the sale of tickets that arise from his participation in the affiliate programme. If the affiliate partner takes part in his own affiliate programme, there will be no entitlement to remuneration from XING Events.

2.2. The remuneration to be paid to the affiliate partner as stated in the price list, includes the relevant taxes applicable by law.

## **3. Affiliate partner sales reports**

The affiliate partner is able to access the sales reports for the tickets sold through his affiliate programme online in his user account.

## **4. XING Events Liability**

4.1. XING Events is liable in every event without limitation for damages to life, person and health as well as the liability under the Product Liability Act.

4.2. XING Events is further liable for damages caused by it or its employees, whether caused by a deliberate act or gross negligence. The liability is limited to compensation for foreseeable, typical damages, except in the event of a deliberate act, unless there is a grossly negligent breach of the fundamental contractual requirements.

4.3. XING Events and its employees are not liable for interferences of any kind that are caused by events out of their control that could not be foreseen or avoided even through business accuracy. This applies particularly to a failure of or disruption to the telecommunication supply, failure of the electricity supply, or interferences caused by the hardware used by XING Events.

## **5. Final Clauses**

5.1 XING Events reserves the right to change these GTCs at any time and without the mention of any reasons, unless this is unreasonable with regard to the affiliate partner. XING Events will inform the affiliate partner in good time regarding changes to the GTCs. If he does not dispute the validity of the new GTCs within 2 weeks of being informed of the changes, the modified GTCs will be considered as accepted by the affiliate partner. XING Events will inform the affiliate partner in this notification of his right to objection and the significance of his objection.

5.2 Off settings through the affiliate partner are only valid with undisputed or legally established requests. As far as an offsetting through the affiliate partner is invalid, this also applies for any rights of retention of the affiliate partner.

5.3 As far as nothing to the contrary is agreed, the affiliate partner can send all statements to XING Events via email with the contact form available on each XING Events website, or send these via fax or letter to XING Events. XING Events can send statements regarding the affiliate partner to the email address provided by the affiliate partner as his current email address in his XING Events user account.

5.4 Changes and amendments must follow in writing. This also applies for the removal of the requirement of the written form.

5.5 Neither party may relinquish the rights attributed to them according to this contract to a third party without the previous agreement of the other party.

5.6 Should individual terms of these GTCs be or become invalid, the validity of the remaining terms will not be affected. The contract parties are required to replace an invalid terms with a valid one, the content of which as closely as possible matches the intended meaning and purpose of the invalid term. The applies equally to contractual loop holes.

5.7 The place of jurisdiction and execution is – as far as lawfully possible – Munich. German law applies exclusively.

As of: 23 March 2017

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### **Success Resources Affiliate Commission – Qualification**

Commissions are calculated based on ex-local tax pricing. The XING Events system will reflect a different commission percentage on the system. See below example for commission calculation.

	<b>Ticket Price</b>	<b>Commission %</b>	<b>Commission Amount</b>
Price Includes VAT (20%)	£247.00	12.5% (shown on XING Events system)	£30.87
Price Excludes VAT (20%)	£205.83	15%	£30.87

Commissions are compensated only for referrals of new clients that are not already contained within SR's database.

All commissionable program purchases made by your referrals at SR events will now earn a commission at the Success Resources Affiliate level on the price paid (full course price paid less local sales tax and certificates).

Affiliates shall not be entitled to Backend Commission for referrals on sales for which a refund is made by SR. Any adjustments necessitated by such refunds shall be reflected on the Affiliate's next scheduled Backend Commission payment date.

Commissions are due and payable only in respect of fully paid and graduated courses. Commissions on deposits received from individuals who do not attend or graduate from the course shall not be payable. No commissions shall be paid with regard to attendees who do so as "free guests" for Quantum Leap Package Bonus Millionaire Mind Intensive Tickets.

SR reserves the right to change the rate of Commissions from time to time and shall notify the Affiliates by email in the event of a change in such rate.

### **\*Millionaire Mind Intensive Complimentary Ticket Incentive and Show-up Bonus**

In the event when a new client is referred by more than one Affiliate, the incentive will only be credited to the first Affiliate who registered the client.



Affiliate will be paid for either Paid Ticket Commission or Complimentary Ticket Incentive, and not both.

Show-up Bonus is only applicable when Success Resources' system registers that the new client has attended the Millionaire Mind Intensive.

Complimentary Ticket Incentive and Show-up Bonus are only applicable for Millionaire Mind Intensive organized by Success Resources Singapore Pte Ltd, Success Resources Sdn Bhd (Malaysia) and Success Resources UK Ltd (United Kingdom).

### **\*\*Backend Program Commission**

Backend Program Commissions are earned off courses and programs pitched from the stage at the *Millionaire Mind Intensive* as well from direct course sales, and are based upon Success Resources Affiliate referrals. Backend Program Commissions are not paid for product purchases, food and accommodation charges, upgrades or direct office sales initiated by SR.

Backend Programs Commissions are only applicable for programs organized by organized by Success Resources Singapore Pte Ltd, Success Resources Sdn Bhd (Malaysia) and Success Resources UK Ltd (United Kingdom).

Backend Programs Commissions are NOT applicable for programs organized by Success Resources together with Success Resources' Official Co-organizers in Australia, Germany, Italy, Netherlands, New Zealand, Spain, Taiwan, Vietnam and any other future designated co-organizers.

### **Success Resources Affiliate Backend Program Commissions - Payment Dates**

Affiliate Backend Program Commissions are paid on Backend packages, products and courses up to **90 days** after the item has been fulfilled. Quantum Leaps and product purchases are fulfilled as soon as they are paid in full. Individual courses are fulfilled when they are paid in full and graduated.

### **Success Resources Affiliate Commissions - Delivery Time**

The average delivery time of commission payments is up to two weeks after the payments have been **processed**. Due to the large number of Affiliates, payments can take up to **60 days after fulfilment to be fully processed**.