

8. **GENERAL PROVISIONS**

- 8.1. No alterations, cancellations, variation of or addition to this Agreement is of any force or effect unless reduced to writing and signed by the Company and the Member or their duly authorized representatives.
- 8.2. This document contains the entire Agreement between the Company and the Member and neither is bound by any undertakings, representations, warranties, promises or the like which are not recorded herein.
- 8.3. No indulgence, leniency or extension of time which either the Company or the Member grants or shows to the other, constitutes a waiver of either's rights nor preclude either from exercising any of its/his rights.
- 8.4. The appointment made under this Agreement is personal and the Member may not and cannot cede, assign transfer, alienate or part with in any way any of his rights, obligations and interests so created, without the prior, written consent of the Company.
- 8.5. All references to the male gender will also mean a reference to the female gender.

COMPANY RULES FOR MEMBERS

1. In order to qualify for commission on his first level, and any possible commission from any of his lower levels, a Member must have a minimum of three fully paid up Members (hereinafter referred to as his "principal Members") on his first level, at all times.
2. In order to qualify for commission on his second level, and any possible commission on any of his other lower levels, a Member must have a minimum of one commission earner, (one of his principal Members who has three fully paid up Members on his first level), on his second level, at all times.
3. In order to qualify for commission on his third and fourth levels, a Member must have a minimum of one commission earner on his third level, at all times.
4. Should the minimums for any level fail, the Member will forfeit his commission for that level and all the levels below that level (even if the correct minimums exists on those lower levels), until such time as the minimum criteria is attained for each level.
5. The current commission structure is: Level one (1) - 8%, level two (2) - 16%, level three (3) - 24% and level four (4) - 12%, of the Members monthly donation. These rates may be changed from time to time, at the sole discretion of the Company.
6. Incentive bonuses and prizes, will be offered from time to time, by the Company. Some of these bonuses and prizes will be once-off, and others will remain in place as long as the qualifying conditions of the bonus or prizes, in place at the time, are attained. Incentive offers can, from time to time, be altered or withdrawn, at the Company's sole discretion.
7. A Member is only allowed to apply and qualify for one DMP number.
8. A registered Pty. or Closed Corporation company may become a Member, on condition that none of its share holders or Members are already Members of the Plan, and on written approval by the Company, after all the relevant details have been received by the Company. A company may only have one DMP number.
9. A Member may apply in writing to the Company to change his introducing Member to another Member, on condition that he has not introduced any Members himself, and that his introducing Member has been notified in writing, by both parties (the Member and the Company). The permission to change is at the sole discretion of the Company.

10. A Member may cancel his Membership at any time, on 30 (thirty) days written notice to the Company. Once a Member has cancelled his Membership, he will no longer be entitled to any commissions, bonuses or prizes, that may have been due to him. A Member who has duly cancelled his Membership may, with the written permission of the Company, rejoin the Plan 3 (three) months after the cancellation date. He may join as a principal Member under his original Member or another Member, only with the written permission of the Company.
11. In the event that the Member's debit order fails, for whatever reason, that Member will have up to the 12th day of that month, in which to pay the debit which is due. If the debit is not paid within this period, any commissions due to the Member, will be forfeited. If the Member fails to make due payments for two (2) consecutive months, his Membership will be automatically terminated, without notice to the Member.
12. If a Member within a particular network fails to pay an amount he owes to the Company or cancels his Membership, or has his Membership terminated, for whatever reason, (dies etc), the introducing Member and the related commission earners will lose the commission for that Member only. This will not effect any commissions due from the remainder of his network.
13. A Member, on written authority from the Company, which authority shall not be unreasonably withheld, is entitled to sell his Membership to another person.
14. Any person is entitled to make donations to the plan without becoming a Member. An administration and commission fee, which will be determined, by the Company, from time to time, will be deducted from the donation and the balance will be transferred to the Company Trust account for distribution to charity. Should this donation be a monthly donation the individual will qualify for entry into various prize draws offered, from time to time, by the Company.
15. A Member will be paid commission due to him on or before the 20th day of the month, in which his commission becomes due, provided the necessary commission criteria has been attained. Commission will usually be paid by electronic transfer to the Members bank account, from which his monthly debit order is debited. In the event that the Members commission exceeds his monthly donation, the monthly donation shall first be deducted from the commission due and the balance of commission due paid to the Member.
16. Only once the application for Membership is received by the Company and entered into its management system, and confirmation of Membership in writing is dispatched to the applicant, will the applicant be a Member.
17. A voluntary annual escalation of the Members monthly donation is available to all Members.
18. A registered Non-Profit organisation will be entitled to become a Member of the Plan, for the purpose of raising funds for that organisation.
19. A Member, as an independent contractor, is responsible for all taxes, registration for VAT and any other legal requirements, that may become due once he becomes a commission earner of the Plan.
20. The current split of the donation will be maximum of 20% to management and administration, minimum of 20% to the charity trust account and a maximum of 60% to commissions and bonuses.