



LICENCE AGREEMENT / Business Advisor

THE TRUSTED ADVISOR NETWORK (TAN) Business Advisor: Licence Agreement

By signing where indicated, you irrevocably agree that if the Trusted Advisor Network Pty Ltd in Australia and Trusted Advisor Network Ltd in NZ (the "Company" or "we/us/our") approves your Application to operate as a Licensee, then this Licence Agreement (the "Agreement" or "TAN Licence") automatically becomes a binding contract between the Licensee ("you/your") and the Company, and applies to your use of the TAN Licence to operate as a Business Advisor using TAN licensed products, services and intellectual property. The Company and the Licensee are the Parties referred to in this Agreement. This Agreement is for a single Licence only. By signing where indicated, you acknowledge that you have read, agree to and accept all terms and conditions contained in this Agreement. From the date of acceptance as a TAN Licensee, we will provide you with ongoing access to our Intellectual Property and remain the rightful owner of its copyright, know-how, show-how, any patents, website content, structure and data, Company domain names, software processes & calculations, third party contact lists, manuals & materials (including web videos), Company branding including all trademarks, logos and copyright material of both TAN, social media content and/or pages, presentation material (including all PowerPoints/Slide Decks and Workbooks and/or Worksheets), marketing materials (both printed and on-line), marketing methodologies (including but not limited to the process of conducting interviews with local business owners and posting their responses on Company run social media platforms known as "Business Features"), Group Coaching meeting formats and their associated terminology (including but not limited to Classroom, BoardRoom and WorkRoom), and any other intellectual property that we deem as our own (the "Intellectual Property", "IP" and/or "Program"). All use of our Intellectual Property in any capacity must be done so only by a party holding a valid License Agreement with TAN. By completing the Application and signing where indicated, you agree to monthly membership fees referenced in Schedule 1 of this Agreement via our payment gateway (PaySmart) for a minimum membership period of 24 months of payments. This minimum membership period is to ensure you're able to fully build and scale your business to take advantage of the extensive TAN program material that has been designed for all levels of coaching/consulting experience. TAN Membership provides access to the TAN Network of advisors, ongoing development of Program Material, the full suite of Intellectual Property, Training Systems, weekly network training Webinars, the TAN Vault, TAN Courses, all TAN branding, TAN Facebook Page(s), websites, email addresses, business cards, associated marketing collateral and attending the TAN six-monthly conferences.

Full TAN Membership allows members to access to all client-facing Intellectual Property and Program Material including but not limited to TAN proprietary software, all Group Coaching program material, all 1-on-1 Program Material, additional prospecting and nurturing systems together with many other systems, programs and/or opportunities that we develop and make available. Conferences are provided every six months and are part of your ongoing training also serving as the platform to launch newly developed formats and program material. The mid-year conference is typically held on-line

while the end of year conference is usually held in Queenstown, New Zealand. Attendance at conferences is a requirement of membership to ensure you and your clients are receiving the most up-to-date training and program material. They are also a vital part of our culture where you'll connect, collaborate and network with other members of TAN who will challenge you to perform at your best.

Once you have Full TAN Membership, if you decide to terminate the Agreement for any reason, you will give the Company a 30-day notice period in writing providing the term of your Licence has elapsed ("Term"). Furthermore, you agree that if you are accepted as a Licensee with Full Membership, you are responsible for full payment of the fees for the entire Term of the Licence (24 monthly payments), regardless of whether you actually use the Program or not. To further clarify our policy on membership fees; no refunds will be issued, no payments will be waived and all monthly payments must be paid on a timely basis. Upon termination, you agree to delete all electronic files either originated or modified from the Company's Intellectual Property stored on your computer and/or device and your rights to operate any part of the Program or use any of the Intellectual Property under this Agreement will cease immediately. The sole exception for early termination is the Licensee suffering ill health or extenuating physical circumstances thereby being unable to service clients. In such an event, the Licensee must seek relief from us to pause or terminate their membership that we cannot unreasonably withhold.

All TAN Licensees are entitled to sign up clients from any location at any time regardless of their locality. TAN members practice an 'abundance' mindset and acknowledge there are far too many businesses for any single Licensee to have as clients. It is therefore agreed and accepted that TAN members who share similar areas may from time to time have leads that are approached by both members. This is acceptable to all parties due to a prospect's choice to respond to one approach rather than another will be based on many variables such as timing or situational reasons. TAN members are invited to collaborate together to ensure this abundance mindset is working in practise. If there are any issues around protectionism of leads the matter should be referred to the licensor. In the event of any lead that results in a dispute between or amongst Licensees, it should be resolved by the Licensees concerned without intervention from us. All we ask is for common courtesy to prevail in the event of any such dispute. The Company will offer resolution as a last resort in the event that the Licensees are unable to reach an agreeable outcome and our decision will be final. The Licence granted by us is for a single (one) non-transferable right to operate as a Business Advisor, to use TAN Intellectual Property and offer business success programs and advisory services to business owners. The Licensee cannot grant these rights to any other party. We reserve the right to make reasonable changes from time to time to the Program with the intention of providing the best experience possible for Licensees and their clients.

THE TRUSTED ADVISOR NETWORK (TAN) Terms & Conditions Continued...

In the case of a breach of any Terms & Conditions of this Agreement or a dispute between the parties that cannot be resolved by mutual agreement, we will seek mediation. To date, TAN has never had a dispute that has escalated. However, to protect the culture of our organisation we need to have provision if this was ever to happen. Therefore, neither Party to this Agreement may start arbitration or court proceedings for any dispute arising from this Agreement without first notifying each other (giving details of the dispute) and making every attempt to resolve the dispute amicably in the first instance. If the Parties are unable to resolve the dispute within 21 days of notification, a mediator may be appointed. If the Parties don't agree on the mediator, one will be appointed by a neutral legal entity according to local bylaws. The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a binding decision that has not been agreed to by both Parties in writing. All matters arising from mediation, arbitration or court proceedings must be kept confidential and neither Party may discuss, disclose or comment on any such matters on-line nor off-line. Each Party will bear their own costs involved with settling a dispute and both Parties must bear equally any costs associated with engaging a mediator.

The Company will provide the Licensee with a Facebook page for marketing purposes. In addition, we will exclusively set up, manage and maintain a website and all associated social media pages to promote, inform and communicate with prospective and existing clients and/or members.

The Licence Agreement includes standard website, web assets and social media platform as presented. Any variations required will be charged at best available rate (standard rate \$100 +GST per hour).

By signing overleaf, you agree (1) not to infringe any the Company's Intellectual Property rights, (2) you agree not to disclose such information to any other person or use it in any manner other than in discussion with other Program participants during Program sessions. (3) You agree that the Company's Intellectual Property can only be used between you and your prospective clients, and it cannot be shown to any third party who may be in competition with the Company. (4) Any Intellectual Property which relates to the website data and/or software cannot be tampered with or reverse engineered by you or any third party, (5) You agree that you will not during the Agreement or after it use or teach the sales technique (including but not limited to all proprietary educational Models) to any other party. By signing overleaf, you further agree that (6) all information provided to you by the Company is confidential and the Intellectual Property of the Company may only be used by you as authorized by the Company, and (7) the reproduction, distribution and sale of the Intellectual Property by anyone but the Company is strictly prohibited. Further, by signing where indicated, you agree that, if you violate, or display any likelihood of violating, any of your agreements contained in this paragraph, the Company and/or any other Program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations. If you are a First Time Coach, you have the right to terminate this Agreement at the end of the first 6 months of Full TAN Membership

Payments (called "the Parachute Clause"). If you wish to enact the Parachute Clause, you must give one month's notice and pay a "Termination Fee" equivalent to six months of Licence fees in order to terminate your agreement. In addition, you must have any outstanding payments owed to the Company fully settled. The Parachute Clause is only available to First Time Coaches to prevent existing coaches from entering our network for the minimum period of 6 months, and then terminating their agreement having gained access to all the Company's Intellectual Property. Likewise, if you have indicated that you are a First Time Coach (overleaf) and wish to enact the Parachute Clause, then you agree to a Restraint of Trade ("ROT") in the Business Advisory industry for a period of 12 months after the date of Termination. To be clear, there cannot be any coaching, consulting or advisory services sold, or commencement or initiation or continuation of any Group Coaching Program or variations of session formats or any Program Material whatsoever that are part of the Company's Intellectual Property, by a Licensee who has terminated their agreement under the Parachute Clause. The sole exception to the ROT is for services/clients that were part of your income prior to signing the Agreement. If a Licensee who has terminated is found to be in breach of their ROT, the Company will be entitled to injunctive relief with all legal costs payable by the Licensee. We have made every effort to accurately represent the Program and its potential. Any testimonials and examples used are not intended to represent or guarantee that anyone will achieve the same or similar results. Each individual's success depends on many factors, including his or her background, dedication, desire, and motivation. By signing where indicated, you acknowledge that as with any business venture, there is an inherent risk of loss of investment and there is no guarantee that you will earn any money as a result of your participation in the Program. You are responsible for your own use of the Program as provided. The Company is not responsible to you or any third party for any liability whatsoever resulting from your use of any part of the Program. By signing overleaf, you also acknowledge that you have represented to the Company that payment of your Program membership fees will not place a significant financial burden on you or your family. The Company is not qualified to provide legal, tax, accounting or financial advice, and the information provided to you by us is not intended as such. You should refer all legal, tax, accounting, and financially related inquires to appropriately qualified professionals.

SCHEDULE 1

TAN Membership Monthly Amount

\$1,975 + GST

Including Proprietary Software (including Optimiser, Plan Builder, Task Manager & Dashboard)

Annual Conference (Provided in New Zealand during November covering Room and Lunch etc) \$350 + GST**

DISC Profiles (provided for you to on-sell as Leader Profiles/DISC Profiles to clients and prospects)

\$75 + GST each

NB: DISC provided in a "10-pack" or \$200 per month for unlimited DISC & Values Profiles... Free for duration of Pilot Program

***All amounts are + GST in Local Currency**

**** Conference Fee can be subject to change depending on venue etc**

SCHEDULE 2

TAN Full Membership Upgrade [on completion of Pilot Program]

TAN Training and Support Group Membership

- **Access to TAN Training and Support Facebook Group**

Full Webinar Access

- **Access to Monday webinars with Full Network Members**

TAN Full membership website upgrade including

- **Editorial access to website via backend portal**
- **Customisation and personalisation of website.**
- **Branding, assets/images/video, custom domain - excluding custom build work**
- **Customisable CTA's for homepage to compliment your service offerings**
- **Ability to charge for quarterly planning events via stripe integration**
- **Personalised testimonials**
- **Full blogging capability**
- **Freemium Sequence landing pages, opt-in forms and automated delivery of emails**
- **5 step guide landing pages, opt-in forms and automated delivery of emails**
- **Appointment Generator Suite**

TAN CRM Upgrade

- **Access to your Automations Dashboard**
- **Access to customisable automations**
- **Pre-built framework for new automations**
- **Full automation of your freemium sequence**
- **Full automation to support 5 step landing page**

TAN 5 Step Guide Lead Magnet

- **Front and back page personalisation**
- **Editable PowerPoint file to customise your messaging**
- **Personalised Guidebook assets for website, campaigns and social advertising**

Full TAN Vault Access

- **Access to recorded Webinars Library**
- **Access to full TAN Training and resources**
- **Access to Full TAN Marketing Kit**

TAN LICENCE AGREEMENT

I hereby agree to all the applicable terms and conditions of the TAN Licence Agreement

Name:

Business Name (If available):

Preferred Phone Number:

Postal Address:

Email Address:

Date of Birth (required for Paysmart)

PAYMENT DETAILS

First Time Coach: Yes No (tick one)

Payment Methods: As per Paysmart documentation supplied on signing

TAN Membership (Monthly) \$1975 + GST for minimum 24 months

Monthly Licence Fee Start Date: 90 days from Pilot Program Start Date

Payment Method: Credit Card Paysmart (tick one)

**Please note: If opting for Credit Card payments an additional charge will occur. Our Accounts Team will be in touch to collect credit card payment details securely.*

Your Bank Account Details (for PaySmart Direct Debit for Monthly Membership)

Account Name

BSB Number: (Australia Only)

Account Number

** All Amounts above are ex GST*

Declaration: I hereby agree to all the applicable terms and conditions of the TAN Licence Agreement

Signature / Date: