WEALTHTREK TERMS & CONDITIONS

1. PREAMBLE

- 1.1 The Company carries on business in the educational space and offers training for people who would like to invest in UK property.
- 1.2 The Customer would like to purchase the product as set out below.

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

2. **DEFINITIONS AND INTERPRETATION**

- 2.1 In these Terms and conditions, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:
 - 2.1.1 "Terms and Conditions" means these terms and conditions.
 - 2.1.2 "Company" means WealthTrek Pty Ltd (Registration Number 2019/513204/ 07), a company duly constituted and incorporated in terms of the Company Laws of the Republic of South Africa."
 - 2.1.3 "Customer" means the Customer as described above and agreeing to these terms and conditions.
 - 2.1.4 "business day" means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa.
 - 2.1.5 "guest" means guest person nominated by the Customer as described above to attend the 2 day master class training;
 - 2.1.6 "Party" means either the Company or the Customer and "Parties" means the Company and the Customer.
 - 2.1.7 Rand" or "R means South African Rand, the lawful currency of the Republic of South Africa:
 - 2.1.8 "VAT" means value-added tax levied in terms of the Value-added Tax Act, 89 of 1991, as amended.

3. PRODUCT

- 3.1 The Customer hereby purchases the product at the fee set out.
- 3.2 The flights, transport and meals excluding breakfast are not included in the buying trip to the UK. These costs are for the Customers own account.

4. PAYMENT

- 4.1 Upon acceptance of these terms and conditions, the Customer will be required to pay in full or at the very least a deposit to secure the advertised price.
- 4.2 The balance of the fee shall be paid in full before any of the services can be provided.
- 4.3 The customer shall not be entitled to attend the 1-day masterclass or group buying trip until payment has been received in full.
- 4.5 The Customer shall make payment to the Company of the deposit and balance of the fee by way of credit/debit card or by means of Electronic Funds Payment ("EFT").
- 4.6 Payment by way of EFT shall be deemed to have been received once the funds clear in the Company's bank acount.
- 4.7 Any payment made by the Customer outside the cancellation periods set out in clause 5 below are non-refundable.

5. CANCELLATION

- 5.1 The Client may cancel this Agreement at any time prior to midnight on the seventh day after the date of acceptance of the terms and conditions.
- 5.2 To cancel this Agreement, the Client must email the Company requesting a refund to the specified email address, info@wealthtrek.co.za, within the specified time.
- 5.3 Banking and administrative charges may be levied against payments but will not exceed 4% of any separate transaction covered.

6. **GUEST POLICY**

- 6.1 All double purchase packages include the right of the Customer to bring one guest to the training purchased within this Agreement.
- 6.2 The Customer and their guest must attend the same buying trip to the United Kingdom on the same date.
- 6.3 The Customer and their guest may attend the 1-day masterclass training on different dates.

7. THIRD PARTIES CLAIMS

- 7.1 The Customer may be exposed at the Company's training to products or services including Investments and other services offered by independent third parties who are not affiliated to the Company.
- 7.2 The Company does not endorse any such non-company ventures, services or products and expressly disclaim any and all liability for any warranties including implied warranties or other promises or representations made by third-party providers.
- 7.3 The Customer is not entitled to rely on any statements made by a third-party that report to assert our sponsorship approval or endorsement of that third-party or of opportunities offered by the third party. The Customers decision to participate in offerings made by an independent third party is solely between the customer and such third party and is made at the Customers own risk.
- 7.4 The Customer hereby expressly agrees to release and hold the Company, our parent entity, subsidiaries, affiliates, officers, directors, shareholders and assign harmless with respect to any claims, actions, causes of action, damages expenses, court costs, attorney fees, liability damage or judgement resulting from your participation in such third-party offerings.
- 7.5 The Customer further acknowledges and agrees that the Customer is not entitled to and will not rely on statements about the Company or our offerings that are made by any party that are contrary to the statements made by the Company in this agreement signed by the Customer with the Company.

8. ACKNOWLEGEMENTS AND UNDERTAKINGS

- 8.1 The Customer acknowledges and agrees that:
 - 8.1.1 Changes in dates, locations, trainers and mentors may be subject to change.
 - 8.1.2 Attendance at a masterclass training/ buying trip may require the Customer to travel significant distances at the Customers own cost and expense and the Company strongly recommends against making non-refundable travel arrangements prior to receiving a written confirmation of your scheduled attendance at the live masterclass training/buying trip.
 - 8.1.3 No representations or statements of actual, average, projected or forecasted sales, profits or earnings have been made with respect to the training contemplated in this Agreement and the techniques and methods taught involve risk that may evolve and change over time and that the Customers success is largely dependent upon the Customers business abilities and efforts.
 - 8.1.4 The Company is engaged in rendering legal, VAT, financial accounting or other professional opinions or advice, if legal advice or other expert assistance is required the services of a competent professional should be sought. The

- Customer agrees to hold the Company and our representatives harmless from any and all abilities, demands, claims actions for suits that may be asserted against the Customer by third parties by reason of the Customers use of any information presented in our seminars and products.
- 8.1.5 All taping ,copying, recording, distribution, reproduction, transmitting or reselling of any portion in part or in whole of the Company's seminars, workshops, products, brochures is prohibited without the prior written authorisation.
- 8.1.6 The educational training program provided here under is not designed or intended to qualify you for employment. The Company's curriculum is vocational in nature and is intended for the purpose of the accumulation of wealth by and a personal enrichment, development and enjoyment of the Company's customers.
- 8.1.7 In the event of a *Force Majeure*, the Company is not responsible for any failure to perform due to unforeseen circumstances or two causes beyond the reasonable control including but not limited to acts of God who write embargoes civil or military acts terrorism, fire, flood,earthquakes, hurricanes or tropical storms,tornadoes,other natural disasters, strikes, transportation shortages, fuel shortages, energy shortages, labour shortages, materialshortages,telecommunications failure,hacking, spam computer failure, server failure or other failure for so long as such event continues to delay our performance. If any *Force majeure* event occurs the Company will use commercially reasonable efforts to minimise impact of the event.
- 8.1.8 By signing the Agreement, the Customer confirms that they have read this Agreement in its entirety and agree to the terms and conditions set out herein.
- 8.19 This is a legally binding agreement between the Company and the Customer.

9. LIMITATION OF OUR LIABILITY

- 9.1 All implied warranties Including but not limited to implied warranties of merchantability or fitness for a particular purpose and non-infringement are hereby disclaimed.
- 9.2 The Company shall not be liable for any incidental or consequential damages.
- 9.3 The Company's liability under this Agreement is limited to the price paid by the Customer for the products or services that are the subject of a dispute or controversy in no such event shall the Company be liable for any loss or profits or any other commercial damage, including but not limited to special indirect, exemplary incidental or consequential punitive or other damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages and or limitations on how long an implied warranty last, so the above limitations may not apply to the Customer this limited paragraph gives the Customer specific legal rights and you may have other rights which vary from jurisdiction to jurisdiction. The term Company in this paragraph includes a parent entity, subsidiaries or affiliates, officers, directors, shareholders, employees, agent's licencee, successors and assigns.

10. APPLICABLE LAW

This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa

11. **GENERAL**

- 11.1 Whole Agreement: This Agreement constitutes the sole record of the agreement between the parties with regard to the subject matter hereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein
- 11.2 Severability: If any provision in this Agreement is found to be invalid, void or unenforceable, the remaining provision of this Agreement shall continue in full force without being impaired or invalidated in any way.