

THE DEALMAKER ALLIANCE™

CONSULTING AND ADVISORY TERMS AND CONDITIONS

1. Preamble

The Terms and Conditions in this section shall apply to any Individual, Business or Legal Entity (hereafter referred to as the “Client”) that engages The Dealmaker Alliance™ and/or its holding company, namely Future World Creators (Pty) Limited (hereafter referred to as the “Company”) for any consulting and advisory services relating to business training and coaching for the Client’s business, or as a subscription member of the Dealmaker Alliance.

Clients shall acknowledge these Terms and Conditions in the Company’s formal application process and shall become binding on both the Client and the Company on payment by the Client for the Company’s services (the Engagement).

2. Now therefore it is agreed as follows:

- 2.1. On payment of membership subscriptions or payment for any private coaching services, the Client acknowledges the Company as its external advisor in good faith, and the Company agrees to provide its services with due care and diligence.
- 2.2. The Company shall perform its duties in accordance with the scope of work if one is required by the Client (typically done for private coaching only). In that case a signed proposal or Quotation for each Consulting Program is required and will form part of the agreed Engagement.

3. Duration and termination

- 3.1. The commencement date of membership shall be deemed to occur on payment of the agreed monthly subscriptions by the Client to the Company, and shall terminate when the Client elects to stop paying its membership subscription fees.
- 3.2. For Private Coaching clients, the termination event shall be on conclusion of the scope of work.
- 3.3. There shall be no contract period, or lock-in period. The Client is free to join as a member at any time and leave any time.
- 3.4. All payments shall be made in advance for the month.

4. Conditions of performance of services

- 4.1. The Company shall perform any coaching and advisory services in a completely independent manner and under its sole responsibility. The Company shall not commit or bind the Client in any way, with any third party unless expressly authorised in writing by the Client to do so.
- 4.2. The services provided under this agreement shall be rendered by the Company or via any other authorised representative of the Company, namely Dr Nik Eberl or Yathin Soni for the time being, or any external coach acting on their behalf should the Company appoint any in due course.
- 4.3. The Company shall perform the services conscientiously and shall devote its best efforts and abilities thereto.
- 4.4. The Company shall perform its activities under this Agreement on an entirely independent basis and will never act or consider itself as an employee or agent of the Client.
- 4.5. This Agreement does not constitute a partnership between Client and Company.

- 4.6. Without prejudice to its general obligation of proper performance of the services, the Company shall be able, with complete freedom and independence, to organise its activities and shall only have to render account of the specific duties or services accomplished under this Agreement but shall not be required to account for its working methods. The Client shall never exert over the Company any part of authority which an employer is normally vested with.
- 4.7. The Company is solely responsible for the payment of its tax obligations, including VAT if applicable, with respect to all fees paid to it by the Client under this Agreement.

5. Confidentiality and non-circumvention undertaking

- 5.1. The Company may share confidential information (such as methodologies, presentations, workbooks, videos and instruction manuals) relating to the Company's Programs, in executing its duties under this Agreement.
- 5.2. The Client may use and retain this confidential and proprietary information in electronic or other form for the sole purpose of benefiting the Client's business, its shareholders, and its employees only, and shall not share such information with any other party without the written consent of the Company.
- 5.3. The Client shall not ever engage in coaching or educating any person or party external to the Client using the Company's intellectual property, whether for any financial gain, non-financial benefits, or any reason whatsoever.
- 5.4. Any violation of the secrecy obligation by the Client may be considered by the Company as grounds for immediate termination of this Agreement, and termination of the Client's membership to the Dealmaker Alliance, without prejudice of the rights of the Company to claim appropriate damages from the offending party, through appropriate legal means if it deems it necessary.

6. Indemnity

The Client agrees to indemnify, legally defend and hold harmless the Company and its directors against all claims that may arise in the Client implementing any advice or training guidance given to the Client by the Company.

7. Social Media

The Client and the Company undertakes and agrees that for the duration of any Engagement and the period following any Engagement not to make any disparaging remarks, derogatory statements, or other comments about each other on any social media platform.

The Parties acknowledge and agree that the provisions of this clause shall survive the expiration or termination of this Agreement and shall continue to operate after any such expiration or termination.