



The Profit Masters Mastermind Agreement

Welcome to The Profit Masters Mastermind!

I am delighted to embark on this journey with You. I am committed to ensuring a positive ongoing relationship with You, and as part of that commitment, I want to ensure that all expectations of each Party are set out clearly from the outset to help achieve a wonderful experience for You.

The Profit Masters Mastermind Agreement (**Agreement**) sets out how we will work together in the program. I am confident that You will be happy with the terms of the Agreement between us.

This Agreement is to be read in conjunction with the proposal email (**Proposal**) provided to You with this Agreement.

BETWEEN THE PARTIES

You are the client and Your details are set out in the Proposal.

-AND-

Clare A Wood Pty Ltd (ACN: 651295948. ABN: 46651295948) of PO Box 250, Broadbeach QLD 4218
t/a Clare Wood Coach (**Clare Wood**).

RECITALS

- A. Clare Wood offers a unique program, being The Profit Masters Mastermind (**Mastermind**), where participants come together in a group setting to develop and explore up levelling in their business. This includes support around scaling and enhancing their business, and support for other business challenges unique to the participants. The duration of the Mastermind is 6 calendar months (**Services**).
- B. Clare Wood has agreed to provide You with the Services by welcoming You into the Mastermind.
- C. This Agreement governs Your relationship with Clare Wood. By signing this Agreement, You agree to be bound by the terms set out in this Agreement and the Proposal that follows.

THE PARTIES AGREE AND DECLARE AS FOLLOWS

1. Definitions

In this Agreement unless the context otherwise requires:

Agreement means this The Profit Masters Mastermind Agreement.

Business Day means a day where banks generally are open for trading business in Queensland, Australia.

Confidential Information means the information provided by a Party or other participant of the course under this Agreement, that is not generally available to the public.

Commencement Date means the date the Services will commence as outlined in the Proposal.

Fees mean the fees set out in the Proposal.

GST Act means *A New Tax System (Good & Services Tax) Act 1999* (Cth).

Intellectual Property means the business names, copyrights, patents, trademarks, service marks, trade names, designs, materials, and similar industrial, commercial, and intellectual property (whether registered or not) including any processes, methodologies, course materials, information, documentation and creative works of Clare Wood.

Loss and Claim means, in relation to any person;

- a. damage, loss, cost, expense, or liability incurred by the person; or
- b. a claim, action, proceeding or demand made against the person,

however arising and whether present or future, fixed or ascertained, actual or contingent.

Parties mean the Parties to this Agreement.

Services mean the services set out at in the Proposal.

Tax means any tax, levy, impost, deduction, charge or duty of any kind and whether direct or indirect, (and any related interest, penalty, fine or costs in connection with any of them) levied or imposed by any Government Agency.

Term means 6 calendar months.

Voxer means a walkie talkie messaging app used for voice communication.

Zoom means video conferencing communication.

2. The Engagement

- (a) Clare Wood agrees to provide the Services for You, for the Fees, for the Term as set out in the Proposal.
- (b) Clare Wood will work with You in a group setting to help You to work towards Your goals.
- (c) Clare Wood agrees to commence the Services on the Commencement Date, upon acceptance of the terms and conditions set out in this Agreement, and conditional upon payment of the required Fees by You.
- (d) The Services will be provided virtually, online through Zoom and Voxer.
- (e) If You make a request in writing, Clare Wood may provide services in addition to the agreed Services set out in this Agreement and additional fees will be charged, by agreement of the Parties.
- (f) From time to time Clare Wood may, at her sole discretion, provide You with bonus content or material, as set out in the Proposal.
- (g) If You choose to book any bonus sessions with Clare Wood, these will be done so subject to Clare Wood's availability.

3. Payment for the Services

3.1. Fees

- (a) You agree to pay Clare Wood the Fees outlined in the Proposal.
- (b) You agree to make payment of the Fees by the method prescribed in the Proposal and/or as set out in invoices or payment requests.
- (c) You acknowledge and agree that Clare Wood reserves the right to revoke Your access to the Services if You default on any due payments under this Agreement, or if the Fees are unpaid by You for any other reason.
- (d) In the event that any payment under this Agreement is not made in full on the due date, Clare Wood is entitled to charge You interest at the rate of 5% per annum, calculated daily.
- (e) You acknowledge and agree that Clare Wood is not responsible for any third-party payment processing fees, bank fees, transaction fees, currency conversion fees and/or adverse currency fluctuations.

3.2. Currency and Goods and Services Tax

Unless otherwise stated, all amounts expressed and described on or in connection with this Agreement are listed in United States Dollars (USD). For Australian residents, the amounts expressed are GST exclusive, being goods and services tax as defined in *A New Tax System (Goods and Services Tax) Act 1999*.

4. Cancellations, Refunds, and Termination

4.1. Cancellations and Refunds

- (a) By accepting the terms set out in this Agreement You are agreeing to participate in the Mastermind for the full Term. Cancellations under this Agreement are not permitted.
- (b) Fees due under the Agreement are non-refundable.
- (c) Refunds will not be provided for any part of the Services.

- (d) If You are unable to attend a group session, You will not be provided with a refund. Each group session will be recorded and made available to all participants to view as soon as practicable following the live group session. Unless otherwise agreed, You will have access to these recordings for the Term.
- (e) If Clare Wood is required to reschedule any portion of the Services, this will be communicated to You and the other participants and alternative arrangements will be made.

4.2. Termination

- (a) All Services are non-refundable. This means that if You wish to terminate Your involvement in the Mastermind early for reasons other than a breach of this Agreement by Clare Wood, You will be required to pay any remaining Fees, as the Fees are non-refundable.
- (b) Upon termination, any outstanding Fees will be required to be paid by You within 7 days of cancellation.
- (c) Clare Wood reserves the right to terminate Your involvement in the Mastermind for breach of this Agreement with 7 days notice to You by e-mail. At Clare Wood's discretion, Clare Wood may allow You to remedy the breach within 3 days notice, or another time-frame as Clare Wood nominates, and in being satisfied with the remedy of the breach by You, Clare Wood will not terminate the Agreement.
- (d) If Clare Wood terminates this Agreement with You, You agree to pay Clare Wood for the portion of the Services completed up to the date and time of termination.
- (e) Clare Wood will only provide You with a refund of the Fees if Clare Wood is unable to continue to provide the Services in the Mastermind (**the Refund**).

5. Leave Period

Clare Wood will use her best efforts to ensure that Your involvement in the Mastermind is not interrupted by external events. However, unexpected life events do happen, such as sickness or other personal matters, that are outside the control of any Party. Therefore, this clause has been designed to facilitate flexibility should an unexpected issue arise that is outside the control of Clare Wood.

- (a) Clare Wood may, at its sole discretion, alter the Term to include a leave period (**Leave Period**) where Clare Wood will be unable to provide the Services.
- (b) If Clare Wood is required to include a Leave Period, You will be advised and the Term will be adjusted accordingly. You will be notified by Clare Wood of the new completion date and other relevant changes to details.
- (c) Clare Wood will not be responsible for any loss, or Your inability to continue the Services once they are recommenced, based on Clare Wood's need to take a Leave Period.

6. Copyright and Intellectual Property Rights

6.1. Intellectual Property Rights

- (a) You agree that any Intellectual Property of whatever nature produced or developed by Clare Wood or under Clare Wood's direction under or in the course of providing the Services will remain the sole and complete property of Clare Wood.
- (b) If You have fully complied with this Agreement and if the Intellectual Property including processes, methodologies, course materials, information, documentation, and creative works referred to in clause

5.1(a) have been produced by Clare Wood as part of the Services, Clare Wood grants to You a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use to use such Intellectual Property for such purposes as the Parties reasonably contemplate at the Commencement Date (**the Licence**).

- (c) Unless this Agreement is terminated early, the Licence is valid for 6 months (**Licence Term**). This means the Services will be accessible via Clare Wood's kajabi platform for 6 months. After this time the Services will expire.
- (d) The Services are intended for use by You only. Sharing of the Licence is not permitted. This includes the sharing of any supplemental course materials, ebooks or workbooks, and access to any other aspect of the Services.
- (e) There is no assignment of Intellectual Property rights by Clare Wood to You under this Agreement.
- (f) Nothing in this Agreement affects the moral rights in any works, items, materials or information supplied under this Agreement.
- (g) You retain ownership of Your own data. You hereby grant Clare Wood a licence to use, copy, transmit, store and backup a copy of Your data for the purposes of providing the Services.

6.2. Indemnification

You hereby indemnify and agree to keep indemnified Clare Wood against all liability, losses or expenses You incur in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright in such literary and artistic works supplied as aforesaid.

7. Warranty

- (a) Clare Wood will use its best efforts and take all reasonable steps to help You achieve Your desired results. However, Clare Wood makes no warranty that the services will meet Your requirements or that all clients will achieve the same results.
- (b) The Services do come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, You are entitled to cancel Your service contract with Clare Wood, and You are entitled to a refund for the unused portion, or to compensation for its reduced value.

8. Disclaimer

- (a) You are solely responsible for Your own physical, mental and emotional well-being, Your decisions, choices, actions and results arising out of or resulting from the Services and Your group and individual interactions with Clare Wood and the other Mastermind participants. You agree that Clare Wood is not and will not be liable or responsible for any actions or inaction, including effects on Your business, personal life or career, or for any direct or indirect result of any Services provided by Clare Wood.
- (b) You understand that the Services, and any information You receive through Your involvement in the Mastermind, or through any materials and documents provided to You are not a substitute for psychological, legal, business or financial advice. Clare Wood recommends You seek independent accounting, legal or financial advice before relying on any information, tools, case examples, or guidance provided in the Mastermind. Clare Wood will not be liable in any way for Your use of, or reliance upon, the information or advice provided to You.

- (c) You understand that to enhance Your experience in the Mastermind, You are required to, and You agree to, communicate honestly, be open to feedback and assistance, and You will create the time and energy to participate fully in the Mastermind.

9. Liability and waivers

9.1. Liability

Clare Wood's total liability arising out of or in connection with the Services or this Agreement, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to You.

9.2. Waivers

- (a) A waiver of any right, power or remedy under this Agreement must be in writing signed by the Party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or a breach in relation to any other occasion.
- (b) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement does not amount to a waiver.

10. Third-Party Contractors and Consultants

Clare Wood prides takes pride in delivering high-quality and enriching services within the Mastermind. Therefore, Clare Wood may, at any time and with sole discretion, outsource any of the Services to third-Party contractors or consultants, including guest speakers, without Your prior consent. Clare Wood will not be liable for any action or inaction, opinions, views or advice of any third-Party.

11. Photography and Video Release

You agree that Clare Wood may use photographs and videos of You taken during the Mastermind sessions for Clare Wood's own purposes, including marketing, social media use, and use on Clare Wood's website. You agree to notify Clare Wood in writing should You wish to remove consent for photographs or videos of You being taken and used by Clare Wood.

12. Disclosure and Use of Confidential Information

- (a) All obligations of confidentiality set out in this Agreement continue in full force and effect after the Services have been provided.
- (b) Either Party must not disclose any Confidential Information to any third-party without the other Party's, or other participant's, prior consent.
- (c) Each Party must keep confidential the terms of this Agreement and any Confidential Information shared during group or individual sessions. If a Party becomes aware of a breach of this obligation, that Party will immediately notify the other Party.
- (d) This Agreement prohibits the disclosure of Confidential Information by Clare Wood with exception to the following circumstances:
- i. the disclosure is to a professional adviser for it to provide advice in relation to matters arising under or in connection with this Agreement and You have consented to the disclosure of such information to the professional adviser;

- ii. the disclosure is required by applicable law or regulation; or
- iii. if the confidential information is already in the public domain at no fault of Clare Wood.

13. Force Majeure

- (a) If circumstances beyond Clare Wood's control prevent or hinder its provision of the Services, Clare Wood is free from any obligation to provide the Services while those circumstances continue. Clare Wood may elect to terminate this Agreement or keep the Agreement remaining current until such circumstances have ceased.
- (b) Circumstances beyond Clare Wood's control include, but are not limited to, unavailability of materials, pandemics, strikes, lockouts, riots, natural disasters, fire, war, acts of God, Government decrees, proclamations or orders, transport difficulties, and failures or malfunctions of computers or other information technology systems.
- (c) For the sake of clarity, if in Clare Wood's reasonable opinion, the provision of the Services will be affected by the COVID-19 Pandemic, Clare Wood may suspend the provision of the Services in part or in whole to You indefinitely. Additionally, Clare Wood will not be liable for any losses or damage due to the COVID-19 Pandemic. If You choose to terminate this Agreement due to the COVID-19 Pandemic, clause 4.2 will apply.

14. No partnership or agency

Nothing contained or implied in this Agreement will create or constitute, or be deemed to create or constitute, a partnership between the Parties. A Party must not act, represent or hold itself out as having authority to act as the agent of or in any way bind or commit the other Parties to any obligation.

15. Governing Law & Jurisdiction

- (a) This Agreement is governed by the laws of Queensland, Australia.
- (b) In the event of any dispute arising out of or in relation to the Services, the parties agree that Queensland, will be the venue for resolving any disputes.

16. Dispute Resolution & Mediation

Clare Wood hopes that a dispute under this Agreement does not arise, however in the unlikely event that it does, the following clause will apply.

- (a) If a dispute arises out of or relates to the terms of this Agreement, either party may not commence any legal proceedings concerning the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- (b) A Party to this Agreement claiming a dispute (**the Dispute**) has arisen under the terms of this Agreement, must give written notice to the other party detailing the nature of the Dispute, the desired outcome, and the action required to settle the Dispute (**the Notice**).
- (c) On receipt of the Notice by the other party, the parties must within 7 days from the date the Notice was served, attempt in good faith to resolve the Dispute as expeditiously as possible, including by negotiation or such other means upon which they may mutually agree.

- (d) If for any reason whatsoever, 21 days after the date the Notice was served, the Dispute has not been resolved the parties must either agree upon the selection of a mediator or request that an appropriate mediator is appointed by the President of the Law Society of Queensland.
- (e) It is agreed that mediation will be held in Queensland, with the venue to be agreed.
- (f) The parties agree to be equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation.
- (g) All communications concerning negotiations made by the parties arising out of and in connection with this clause are confidential and to the fullest extent possible, must be treated as “without prejudice” negotiations.
- (h) If the Dispute is not resolved after the mediation, either party may institute legal proceedings concerning the subject matter of the Dispute.

17. Severance

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

18. Entire Agreement and Modifications

- (a) Both You and Clare Wood confirm and acknowledge that:
 - i. This Agreement and the Proposal is the entire Agreement between You and Clare Wood and supersedes and override all previous communications, either oral or written, between the Parties;
 - ii. No Agreement or understanding varying or extending this Agreement shall be binding upon any Party unless arising out of the specific provisions of this Agreement; and
 - iii. If for whatever reason there is any inconsistency between this Agreement and any other agreement, this Agreement will prevail.