

## EMINIS TRADING COURSE

CUSTOMERS ('MEMBERS') HAVE THE OPTION TO SELECT EITHER:-

(A) OPTIONAL 90 DAY LIMITED MONEY BACK GUARANTEE  
(Conditions Apply)

OR/

(B) OPTIONAL 12 MONTH LIMITED MONEY BACK GUARANTEE PLUS \$1,000.00,  
IF AT LEAST 100% GROSS TRADING PROFIT IS NOT MADE WITHIN 12 MONTHS ON YOUR ORIGINAL  
COURSE INVESTMENT ( \$8,000 MEMBERS, \$9,995 NON-MEMBERS)  
(Conditions Apply)

No moneys paid shall be refunded and no moneys payable shall be refundable subject only to the following exceptions (irrespective of any circumstances or change of circumstances):-

- (i) Strictly in accordance with the terms and conditions of the Optional Limited Money Back Guarantee (A) specified below, if that option has been agreed to below, to the exclusion of the Optional Limited Money Back Guarantee (B) specified below;
- (ii) Strictly in accordance with the terms and conditions of the Optional Limited Money Back Guarantee (B) specified below, if that option has been agreed to below, to the exclusion of the Optional Limited Money Back Guarantee (A) specified below;
- (iii) Strictly in accordance with any 5 day cooling-off, if applicable, in respect of any 21<sup>st</sup> Century course or program purchased at a 21<sup>st</sup> Century Education Seminar;
- (iv) To the extent if any that a refund is mandated by any applicable law which can not be ousted.

I, .....,  
(Name & Address of Member / Customer)

Hereby irrevocably agree to be bound by the terms of the Optional 90 Day Limited Money Back Guarantee on the terms and conditions specified below, to the complete exclusion of the alternative optional 12 Month Limited Money Back Guarantee Plus \$1,000.00 if at Least 100% Gross Trading Profit is not made within 12 Months.

**(STRIKE OUT IF INAPPLICABLE)**

OR/

Hereby irrevocably agree to be bound by the terms of the Optional 12 Month Limited Money Back Guarantee Plus \$1,000.00 if at if at Least 100% Gross Trading Profit is not made within 12 Months on the terms and conditions specified below, to the complete exclusion of the alternative Optional 90 Day Limited Money Back Guarantee.

**(STRIKE OUT IF INAPPLICABLE)**

Dated: , 2010

.....  
Signature of Member / Customer

**(A) OPTIONAL 90 DAY LIMITED MONEY BACK GUARANTEE**

The Customer ('Member') shall be entitled to a refund of monies paid by or on behalf of the Member to **21st Century E-Minis Pty Ltd (ABN 83128729831)** ('**21st Century Eminis**') in respect of any 21st Century Eminis Course ('Course') purchased on the date hereof, subject strictly to the following conditions:-

- (i) No amount shall be refunded or refundable unless the Member attends a 21st Century Eminis 2 Day Live Training Workshop ("Workshop") within ninety (90) days of the date hereof including attendance from the commencement of such a Workshop up to and including the scheduled dinner break on day 2 of such Workshop.
- (ii) The Member hereby acknowledges that it is warranted that **21st Century Eminis** or any associated or related party of **21st Century Eminis (together '21<sup>st</sup> Century Group')** shall conduct at least one 21st Century Eminis 2 Day Live Training Workshop ("Workshop") within the period of ninety (90) days from the date hereof however such Workshop(s) may be in any State or Territory of Australia and it shall remain the Member's responsibility to travel at their own cost to such Workshop.
- (iii) The Member must submit a specific request for refund in writing to a member of personnel of **21st Century Eminis** or of any associated or related party during the scheduled dinner break on day 2 of such Workshop and obtain a written acknowledgement of their refund request.
- (iv) Upon the Member submitting a request for a refund:-
  - (a) Any and all of the Member's rights, entitlements and privileges in respect of or associated with the Course purchased by the Member, shall immediately end and be discharged, save and except only any right to a refund expressly provided herein and any rights on the part of the Member which can not lawfully be ousted.
  - (b) the Member shall immediately cease and desist from using any: information, materials, program or services associated with the Course and shall immediately return all tangible materials supplied to the Member as part of the Course to the principal office of **21st Century Eminis**.
- (v) No amount shall be refunded or refundable if the Member at any time before or after the date hereof commits or has committed any breach of default of any contractual or other obligation on the part of the Member in favour of **21st Century Eminis** or any associated or related party of **21st Century Eminis**.
- (vi) Without prejudice to the other provisions hereof, only amounts actually paid by or on behalf of the Member to **21st Century Group** on or before the date of the refund request made under paragraph (iii) hereof in respect of the Course purchased on the date hereof shall be eligible for refund.
- (vii) Without prejudice to the other provisions hereof, In the event that a refund is payable pursuant to the other provisions hereof, an amount In the Sum of \$495.00 shall be deducted and retained by **21st Century Eminis** and shall not be refunded or refundable to the Member if the Member or any entity at the direction of the Member at any time received: a notebook, an iTouch or payment or credit towards their trading account of the sum of \$500.00.
- (viii) To the extent permitted at law the Member shall at all times release and hold **21<sup>st</sup> Century Group** and its employees, contractors and agents harmless against any and all liability - including without limitation liability arising from negligence - arising in part or whole from the use, reliance and/or participation by the Member of any information, program, course, recommendation or instruction provided, sold, recommended or supplied by or on behalf of **21<sup>st</sup> Century Group**.

**21st Century E-Minis Pty Ltd (ABN 83128729831) is an authorised representative (ASIC Rep. No. 353840) of independent company Romad Financial Services Pty Ltd (ABN 92 071 434 494) (ASIC License No. 238032).**

- (ix) The Member acknowledges and agrees that:-
- (a) Save and except only as expressly provided herein, the Member is not entitled to any refund, compensation, indemnification or indulgence under any circumstances including without limitation in the event that the member suffers loss as a result of complying with any or all instructions and recommendations by or on behalf of 21st Century Group;
  - (b) Trading is inevitably inherently risky and the Member assumes all risk and holds 21st Century Group and its employees, contractors and agents harmless against any and all loss, damage and cost incurred by the Member; and
  - (c) The foregoing terms and conditions shall apply in addition to the general terms and conditions of sale applicable to the sale of products or services as published on the website [www.21stcenturyacademy.com](http://www.21stcenturyacademy.com) and to the extent of any inconsistency between the foregoing terms and conditions and those published on the said website, the foregoing terms and conditions shall prevail.

**(B) OPTIONAL 12 MONTH LIMITED MONEY BACK GUARANTEE PLUS \$1,000.00  
IF AT LEAST 100% GROSS TRADING PROFIT IS NOT MADE WITHIN 12 MONTHS**

The Customer ('Member') shall be entitled to a refund of monies paid by or on behalf of the Member to **21st Century E-Minis Pty Ltd (ABN 83128729831) ('21st Century Eminis')** in respect of a 21st Century Eminis Course ('Course') purchased on the date hereof and the payment to the Member of an additional sum of one thousand dollars (\$1,000.00), subject strictly to the following conditions:-

- (i) This guarantee shall not apply nor be available in respect of any Autotrader facility or Account nor any similar facility or account.
- (ii) No amount shall be refunded or refundable unless the Member :-
  - (a) When requested or instructed to do so by or on behalf of **21st Century Eminis** or any associated or related party of **21st Century Eminis (together '21st Century Group')** and in the absence of any such request or instruction, within ten (10) days hereof, establishes an Eminis live trading room account ('Live Trading Account') and deposits into and commences trading on their Live Trading Account with at least \$5,000.00 United States Dollars;
  - (b) Maintains a valid and current Eminis Trading Room subscription purchased from **21st Century Group** in respect of their Live Trading Account ('Live Trader') throughout the period of twelve (12) months from the date the member is required to make the deposit under part (a) hereof ('the 12 Month Period');
  - (c) Throughout the 12 Month Period:-
    - (1) Continues to trade on their Eminis Trading Room Account utilising the full balance of their Live Trading Account - without withdrawing, deducting or withholding any or all of the balance of such account at any time during the said period of twelve months - fully and strictly in compliance with all instructions and recommendations by or on behalf of **21st Century Group Eminis Trader/Moderator** pertinent to direct trading of Eminis using Live Trader;
    - (2) Without prejudice to the foregoing part (i), does not make, cause nor permit any trading or transaction in respect of their Live Trading Account - including without limitation any Autotrader trade or transaction - save and except for trades or transactions instructed, or recommended by or on behalf of **21st Century Group Eminis Trader/Moderator** for Eminis Trading Room Accounts which excludes all Autotrader trades or transactions; and

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- (3) Exclusively trades using Live Trader and the Live Trading Account.
- (d) During the 12 Month Period, shall:-
- (1) Log into the Live Trading Room and follow the 21st Century Eminis Moderator's trades at least three (3) times per week in each of at least 48 weeks; and
- (2) Notify **21<sup>st</sup> Century Group** in writing at least one (1) week in advance in respect of each week, up to a maximum of four (4) weeks in total, that the Member shall not comply with the requirements under part (1) above.
- (e) Fully attends a 21st Century Eminis 2 Day Live Training Workshop ("Workshop") within ninety (90) days of the date hereof (irrespective of the location of the workshop within Australia).
- (f) Fully attends a total of at least two (2) 21st Century Eminis 2 Day Live Training Workshops ("Workshops") within twelve (12) months from the date hereof (irrespective of location of the workshops within Australia).
- (g) Submits to **21<sup>st</sup> Century Group** in writing by email to **accounts@21stcenturyeminis.com.au** or as otherwise requested by or on behalf of 21<sup>st</sup> Century Group from time to time, at least once each calendar month during the period of thirteen (13) months after the date the member is required to make the deposit under part (a) hereof, valid and complete statements in respect of their Live Trading Account showing all trading activity for the immediately prior month.
- (h) Does not make a Total Trading Profit of at least the Payment Total in respect of their Live Trading Account at any time during the 12 Month Period. For the purposes hereof "Total Trading Profit" shall be equal to (i) the balance of the Member's Live Trading Account at any given time during the 12 Month Period, LESS (ii) the total of the net-amount deposited - being the total of deposits (including the initial deposit (of at least USD \$5,000.00) pursuant to part (a) above less any withdrawal(s), debit(s) or deduction(s) - into the Live Trading Account as at such given time. For the purposes hereof "The Payment Total" shall be equal to the total of the amounts actually paid to or at the direction of 21<sup>st</sup> Century Group by or on behalf of the Member in respect of the Course before the date of the Refund Request submitted by the Member under paragraph (iii) hereof. For the purposes of performing any calculations hereunder in respect of any given day, amounts in foreign currency shall be converted to Australian Dollars at the conversion rate prevailing on that date as expressed by any rate published independently of 21<sup>st</sup> Century Group and nominated by 21<sup>st</sup> Century Eminis.
- (iii) The Member must submit a specific request for refund in writing to a member of personnel of **21st Century Group** within thirty (30) days after the end of the 12 Month Period.
- (iv) Upon the Member submitting a request for a refund:-
- (a) Any and all of the Member's rights, entitlements and privileges in respect of or associated with the Course purchased by the Member, shall immediately end and be discharged, save and except only any right to a refund expressly provided herein and any rights on the part of the Member which can not lawfully be ousted.
- (b) the Member shall immediately cease and desist from using any: information, materials, program or services associated with the Course and shall immediately return all tangible materials supplied to the Member as part of the Course to the principal office of **21st Century Eminis**.
- (v) Without prejudice to the other provisions hereof, only amounts actually paid by or on behalf of the Member to **21st Century Group** on or before the date of the refund request made under paragraph (iii) hereof in respect of the Course purchased on the date hereof shall be eligible for refund.
- (vi) Without prejudice to the other provisions hereof, in the event that the Member has made any Total Trading Profit in respect of their Live Trading Account at any time during the 12 Month Period, then any amount refundable pursuant to the other provisions hereof shall be reduced by the highest amount of such Total Trading Profit at any given time during the 12 Month Period.

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- (vii) Without prejudice to the other provisions hereof, In the event that a refund is payable pursuant to the other provisions hereof, an amount In the Sum of \$495.00 shall be deducted and retained by **21st Century Eminis** and shall not be refunded or refundable to the Member if the Member or any entity at the direction of the Member at any time received: a notebook, an iTouch or payment or credit towards their trading account of the sum of \$500.00.
- (viii) The Member hereby acknowledges that it is warranted that **21st Century Eminis** or an associated or related party of **21st Century Eminis** shall conduct at least one 21st Century Forex 2 Day Live Training Workshop ("Workshop(s)") within the period of ninety (90) days from the date hereof and a total of at least two (2) such Workshops within twelve (12) months from the date hereof, however such Workshop(s) may be in any State or Territory of Australia and it shall remain the Member's responsibility to arrange for their own travel to such Workshops at the Members own expense.
- (ix) No amount shall be refunded or refundable if the Member at any time before or after the date hereof commits or has committed any breach of default of any contractual or other obligation on the part of the Member in favour of **21st Century Eminis** or any associated or related party of **21st Century Eminis**.
- (x) To the extent permitted at law the Member shall at all times release and hold **21<sup>st</sup> Century Group** and its employees, contractors and agents harmless against any and all liability - including without limitation liability arising from negligence - arising in part or whole from the use, reliance and/or participation by the Member of any information, program, course, recommendation or instruction provided, sold, recommended or supplied by or on behalf of **21<sup>st</sup> Century Group**.
- (xi) The Member acknowledges and agrees that:-
  - (a) Save and except only as expressly provided herein, the Member is not entitled to any refund, compensation, indemnification or indulgence under any circumstances including without limitation in the event that the member suffers loss as a result of complying with any or all instructions and recommendations by or on behalf of 21st Century Group;
  - (b) Trading is inevitably inherently risky and the Member assumes all risk and holds 21st Century Group and its employees, contractors and agents harmless against any and all loss, damage and cost incurred by the Member; and
  - (c) The foregoing terms and conditions shall apply in addition to the general terms and conditions of sale applicable to the sale of products or services as published on the website [www.21stcenturyacademy.com](http://www.21stcenturyacademy.com) and to the extent of any inconsistency between the foregoing terms and conditions and those published on the said website, the foregoing terms and conditions shall prevail.
- (xii) The foregoing terms and conditions shall apply in addition to the general terms and conditions of sale applicable to the sale of products or services as published on the website [www.21stcenturyacademy.com](http://www.21stcenturyacademy.com) and to the extent of any inconsistency between the foregoing terms and conditions and those published on the said website, the foregoing terms and conditions shall prevail.

**Dated:** \_\_\_\_\_, **2010**

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**Signature of Member / Customer**

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**Signature of 21st Century Consultant/Manager**

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