

The Proactive Education Group and its appointed representatives (hereafter referred to as the Supplier) hereby stipulate the following Terms and Conditions for The Applicant/Retailer/Distributor/Agent (hereafter referred to as the PEG-Ambassador). In doing so, the parties agree that:

A: The PEG-Ambassador shall:

1. Understand and accept that the Supplier shall, at all times and in all events, reserve the right to appoint/not appoint a PEG-Ambassador, at its sole discretion.
2. Understand and accept that all PEG-Ambassadors are required by the Supplier to comply fully, at all times, with all due diligence, reasonable and proper conduct, to these Terms and Conditions, to be a PEG-Ambassador.
3. Understand and accept that a unique Authorised Retailer {AR} Number is issued exclusively by the Supplier to each PEG-Ambassador.
4. Understand and accept that an Authorised Retailer {AR} Number enables the only legal authority/method/process/facilities/access for the PEG-Ambassador to be able to conduct any PEG-Retail Business including: The Promotion, Marketing, Selling of PEG-Programmes/Products and related Service to Clients.
5. Agree that a PEG-Ambassador is not an employee of the Supplier but, an independent business/self-employed individual.
6. Agree and accept that further details (including such matters as: Business Planning, Training, Pricing, Marketing, Support, System Access and Materials) to operate as a successful PEG-Ambassador will be promptly and reasonably communicated/agreed to between the PEG-Ambassador and the Supplier.
7. Understand and accept that, in the event of the PEG-Ambassador and Supplier not reaching an agreement on any additional operational details, plans and actions, this application, at the discretion of either Party, will be rendered void/cancelled, or if already appointed, end PEG-Ambassador status as per these Terms and Conditions.
8. Understand and accept that all/any further details must at all times be formalised and reduced to writing by the PEG-Ambassador and Supplier to ensure clarity, proper process and a full understanding for mutual business success.
9. Agree that any/all other further details and agreements, may not in any shape, manner or form, undermine or contradict these Terms and Conditions for PEG-Ambassador and that the prevailing Terms and Conditions shall apply.
10. Agree to only start business activities as a PEG-Ambassador, when a PEG- Starter Pack has been issued, an Authorised Retailer {AR} Number is allocated, and Basic PEG-Training has been completed.
11. Not make any representations or, give any warranty in respect of PEG-Programmes/Products/Services, other than those specified in the Standard PEG-Programme Terms and Conditions/Documentation.
12. Agree to purchase, process and maintain all specified, approved and essential PEG-Materials and Processes to ensure optimal business operations.
13. Commit to diligently completing all specified ongoing PEG-Facilitator Training.
14. Convey PEG-Programmes and PEG-Products to Clients in the identical content, packaging and manner received from the Supplier and shall not alter or, copy in any shape, manner or form, the content or image of PEG-Programmes or PEG-Products, including with/when co-branding.
15. Be entitled to operate an existing/new website in support of PEG-Programme/Product Marketing, Promotion, Sales and Client care but, in all instances, comply with the Supplier's Website and Internet Policies.
16. Acknowledge and in no instance, infringe upon the Supplier's Intellectual Property Rights relating to its methods, systems, processes, materials, programmes, techniques, know-how, data, records, logos, branding and image.

17. Not use/abuse or employ any of the Supplier's Intellectual Property, including any materials and processes, to enhance or support competing products/services, without the Supplier's prior, written permission.
18. Ensure full and applicable compliance, including by all Staff, Agents, Contractors and Service Providers, of these Terms and Conditions, and all relevant local legislation including Client confidentiality and privacy, non-disclosure, consumer rights, data protection and SACE professional codes and practices.
19. Conduct their business in a manner which will not, in any way, shape, manner or form, harm the Supplier's business, business reputation, good name, image and professional integrity.
20. Indemnify the Supplier against any 3rd Party claims for any of its negligent acts, defaults or, misrepresentations of itself, its Agents, Employees or Representatives, Consultants, Service Providers and Contractors.
21. Agree to Promote, Market, and Sell PEG-Programmes/Products according to Recommended Pricing Ranges as per the Annual PEG-Pricing Schedules.
22. Make full and prompt payment at all times to the Supplier, as per PEG-Invoice and related payment instructions.
23. Not assign/transfer these PEG-Ambassador obligations and rights to any 3rd Party under any circumstances, without the Supplier's express, written permission.
24. Agree that 1 (one) month's written notice is required by the PEG-Ambassador to the Supplier of the intention to halt/cease operations as a PEG-Ambassador.
25. Agree, in any event of alienation/termination, to comply diligently with all stipulations by the Supplier in terms of Clients/Payments/Materials/ Intellectual Property, as indicated at the time by the Supplier.
26. Agree that all Terms and Conditions are governed by the Laws of the Republic of South Africa, but final jurisdiction shall always, in all events and instances, be at the Supplier's final discretion.
27. Agree that the Supplier has, with all due diligence, communicated and disclosed all necessary and relevant information.
28. Agree that no relaxation or indulgences which the Supplier may show to the PEG-Ambassador, shall in any way waive or, prejudice the Supplier's rights.

B: The Supplier shall:

1. At all times, fulfil its specified obligations to the PEG-Ambassador, including application of these Terms and Conditions, with all due diligence, proper, reasonable and fair conduct.
2. Undertake to provide all specified support and assistance to the PEG-Ambassador to facilitate Promotion, Marketing and Sales of PEG-Programmes/Products/ Services, and required/applicable levels of Client care.
3. Maintain and/or, appropriately and diligently enhance, innovate and upgrade all PEG-Intellectual Property including all programmes, products, procedures, systems, facilities, techniques and processes.
4. Promptly communicate and/or, provide applicable training to PEG-Ambassador, via PEG-Newsletters and other mechanisms, for any interpretations, changes and/or, upgrades to products/procedures/systems/facilities/processes.
5. Reserve the right to withdraw the Authorised PEG-Ambassador {AR} Number in the event of misconduct/infringement of these Terms and Conditions by the PEG-Ambassador, and who in this event, shall have no claims against the Supplier.

I, _____ have read and agree to the Terms & Conditions as stated above.

Please print full name

Signature of Applicant

Signature of Witness

Signature (The Proactive Group)

Date