

Confidentiality Agreement & Independent Contract

(.....)

Recipient (Part 1)

&

**GLOBAL ADVERTISING INTERNET NETWORK LIMITED
SYNDICATE 1000 GROUP
SYNDICATE 01**

Provider (Part 2)



Confidentiality agreement

Start Date of Syndicate:

24TH SEPTEMBER 2018

Parties

[.....] (Recipient)

[GLOBAL ADVERTISING INTERNET NETWORK LIMITED] (Provider)

Background

1. The Provider and the Recipient are considering [entering into an agreement and sharing information of a private and confidential nature concerning a concept called Syndicate 1000 Group derived from a revised version of Cooperative Capital Aotearoa under the umbrella company called Global Advertising Internet Network Limited, a registered advertising sales and marketing company since 26th January 2012. The company is NOT offering shares to the company itself but shares in a shares portfolio managed by the company that will become its own entity under the company as a subsidiary entity when it has attained full capacity at the discretion of the company. The company and its founder Gavin John Marsich, has undisputed full ownership and management rights over Syndicate 1000 Group and all its Syndicates, Syndicate Portfolio's and Pledge Members called the (NETWORK) dated from 24th September 2018. The company and its founder Gavin John Marsich can never be over-thrown or voted out during the life and duration of the concept Syndicate 1000 Group. The succession of ownership goes to the Succession Trustee and Beneficiaries of a Private Discretionary Trust Will & Testament of Gavin John Marsich Estate held in Confidence. The Syndicate Portfolio however is owned and controlled by the 1,000 pledge members but managed by Global Advertising Internet Network Limited. The recipient and the provider are about to engage into a joint venture contractual agreement, where the recipient wishes to engage the Syndicate 1000 Group as a Pledge Member/Shareholder of Syndicate 01 ONLY and not of the Company or any other Syndicate Portfolio of Syndicate 1000 Group, Cooperative Capital Aotearoa or Syndicate 1000 Group itself. The recipient knows that the information that is shared in this agreement is private and confidential to its highest degree of divine birth-right and universal sovereign lore. Any information shared concerning any material, verbal, written, shown, handled, expressed and implied must be kept in strict confidence. Syndicate 01 is a subsidiary of Syndicate 1000 Group a break-away from Cooperative Capital Aotearoa branded under the umbrella company, Global Advertising Internet Network Limited. Syndicate 01 comprises of 1,000 Pledge Member's/Shareholder's that contribute into a joint venture subsidiary account that started on 24th September 2018. An ongoing term pledge of \$10 NZD per week from this start date until further notice up to a 30 year term with a minimum term of 5 year intervals for right of renewal for each 5 year terms thereafter, to support the debt servicing account for the venture. A lump sum capital pledge of \$1,000 NZD is immediately required upon application and acceptance or as agreed by an individual members contractual agreement or by and before the gathering of all signatories to support an asset procurement account for retirement capital being a term of 30 years in 5 year increments of right of renewal. The member acknowledges that certain costs will apply to meeting the fulfilment and obligations of the program and membership. The recipient understands that part of the initiation to the working cooperative and obligation of membership is to sponsor 4 or more new pledge members within the first 2-4 weeks of joining, to the syndicate portfolio of Syndicate 1000 Group and support them to do the same. All members will support the working cooperative Syndicate 01 to secure 50/50 commission or share margin sales on products and services, earning a share of margins not only for themselves but for the co-op syndicate portfolio, syndicate 1000 group, the umbrella company and the manufacturer/supplier of the goods and services. These capital credits are

business activity funds to support the member's and co-op throughout the year that forms part of the return on investment. If managed correctly, will provide a profit share dividend for all members, proportioned on the amount of funds each member contributed during the financial fiscal year. The term of each Syndicate Portfolio is 30 years with 5 year increments of right of renewal of a further 5 years and so on. (Indefinite by choice). Therefore;

2. The member is required to set up an automatic payment authority for \$10 NZD weekly term pledge until further notice up to a 30-year term for debt servicing a \$1,000 capital pledge for an assets procurement and community investment account in a Syndicate with 1,000 pledges made by 1,000 pledge members that provide a retirement capital at maturity 23rd September 2048 that can be renewed or closed, sold and disbursed between 1,000 pledge members. There is a minimum term of 5 years before members can cancel their membership or have a 5 year right of renewal each 5 year term thereafter, up to maturity date. If a cancellation is to occur, the members share will go to the Syndicator or sold on the open market solely under the Syndicator's control.
3. There is an annual website membership pledge of 0.012 btc (BITCOIN) or \$120 NZD and must be paid in advance of each fiscal year that will be directed to Global Advertising Internet Network Limited's BITCOIN E-Wallet Account, Paypal Account or Direct Credited to a Company Bank Account. This fee can be reimbursed if a member refers 10 or more new memberships within the first month of joining between the months of 1st July to 30th June of each fiscal year. subject to an invoice being submitted and paid in the following months payroll schedule.
4. The member is required to set up a Blockchain Wallet Address HERE for Bitcoin transactions. The account is also required if you are involved with the BITCOIN Management Services offered by Global Advertising Internet Network Limited who manages solely and exclusively your account as a 50/50 joint venture partner. Minimum pledges start at 0.010 btc (BITCOIN) upwards. The member can pledge more than one pledge to provide greater shares on profit margins. (Conditions Apply)
5. Part of Syndicate 100 Group's Strategy conditions is to refer 4 or more new memberships within the first 2-4 weeks of joining. This requires a platform for tracking the growth of their Network. For Corners Alliance Group is our preferred company alliance that charges a one-time setup of \$28 (USD) United States Dollars. This platform has a matrix compensation plan to receive up to \$559,824 (USD) which include 100% Matching Bonuses. However, to have more success requires a strategy and a network of people. The company and its subsidiary Syndicate 1000 Group provides this by managing that supply through its strategy and therefore will invoice you the member a 10% management tithe on all proceeds from Four Corners Alliance Group and you agree on these terms.
6. The member can join the Godzone Credit Exchange website at <https://gain2unetwork.com> for 20 €Euro Dollars a month being One Year in advance to have access to an economic trading platform in CREDITS, exchanging products and services with other registered members. If they refer 10 or more new memberships within the first month of joining they will receive a 10 Million Credit Business Start-up to launch their business and they will be upgraded to the Platinum Plan to receive weekly credit residuals of 50,000 Credits that must be spent on advertised products and services of its registered members. They are in a private and exclusive decentralized membership support trading network, exchanging their privately owned items of true intrinsic value based on acceptance to agreement to trade and barter in digital currency in a virtual world of exchange.
7. All members get a vote, based on the amount of pledges they own. One pledge, one vote up to 10 votes. An 80%+ quorum vote will be required for any winding up of any syndicate portfolio before term maturity. All other general meeting votes will be majority rule and when 50/50 the deciding vote will be the Syndicators. Each member that does not vote, that vote will be allocated to the Syndicator to use or not use in a decision making process. So we encourage you to vote, whether by deed poll sent in an email or Facebook page or at an actual monthly

meeting. Four (4) meetings, 5 Hour sessions will most likely be split over a 2-Day weekend from 8:00am to 1:00pm and 3:00pm to 8:00pm and will be hosted by Coffee Outbreak Network Group at their venues throughout Aotearoa with (250) limited number of seats at a pre-booked cost of \$200 NZD a seat for business networking, presentations, financial updates, co-op news, one (1) minute introductions for new and existing business members, product and service sales promotions during which referral names are passed around and business card box is topped up, a paid \$100 NZD pre-booked slot time for (20) minutes for any business that would like a personalized promotional presentation on their own specific business, breakfast/lunch/dinner to list, sell, refer, promote barter, trade and exchange. The meetings will be videoed and MP3/MP4 and Youtube Video files will be available for sale at event venues and online. Seats for up-coming events are pre-booked and paid for before the next session. Each session has limited seats depending on size of venue, so there will be session times available throughout the event day. Laptop Computer use will be available in our internet café setting. The investment and management committee provides up to 5 investment options to vote on in monthly breakfast meetings where business will be conducted with Coffee Outbreak Network Group.

8. ALL of the above strategies incur the Company's 10% Management Tithe on all revenue streams and assets made through this business venture. The company reserves the right to be presented with financial balance sheets, showing all income streams to clarify invoice amounts. It is far better to set up a 10% management tithe deduction as an expense to your business and tax right off to be directed to the Company's bank account.
9. In summary, The \$10 NZD supports any debt servicing, the \$1,000 NZD supports capital assets for retirement capital, the product and service sales, supports member's and the co-op and the business meeting support business trade activity. Share dividends of Capital Credits from the business operations account (if any) will be available after each audit of the previous fiscal year and disbursed at the appropriate time. These shares will be proportioned on performance-based income contributed by each member individually during the fiscal year. Within the working cooperative. The more sales, the more upfront monthly share margins for everyone and the more individual dividends each year. The debt servicing account and asset procurement holdings account has a 30 year term for retirement capital and will be disbursed after auditing and calculations in equal shares at the appropriate time. The Syndicator Gavin Marsich and CFO – Chief Financial Officer - Founder – Principal Shareholder – Business Development Manager – Business Entrepreneur Consultant will vet all businesses that want to participate in the Cooperative at an expense starting from \$500 NZD to a maximum of \$5,000. We suggest you have ready your Business Plan, Cash-flow Forecast, 2-3 year Audited Business Financials, Profit & Loss Sheets, Bank Statements both Business & Personal, Company Documents including Incorporation Certificate, Directors & Shareholders Consent Forms showing (%) Share, any UCC1 or PPSR Financial Statements Future Prospectus & Investment Plan, Administration Processes, Technology, Security, Risk Management, Insurances, Debt Collection, Terms of Trade, Commercial Law, Council Permits, Resource Consent, Sales Pitch, Asset Sheet, Police Check, Credit Score, Fiduciary Responsibility Report, Fact Sheet, Database of Legal, Accounting, Suppliers, Contractors, Employees, Customers, Network and Work History / Curriculum Vitae, Identification that includes Licences, Passports, Marriage Certs, Immigration Documentation, Residential Visa Status, Family History etc.
10. A Brand NEW Concept to bring communities together creating asset procurement venture capital to develop food, clothes, housing, business, utilities, agriculture, aquaculture, forestry, and general natural, capital and human resources in Aotearoa (Aotearoha). You are applying to be a shareholder in a shares portfolio as a joint venture with 1,000 other pledge members. Independent Business Owners joining forces and cooperating in supply and demand of combined products and services that share 50/50 profit share margins. Your Business might take a cut in profits initially, but the volume of sales out way the losses.

11. A Working Cooperative that earns incentives and up-front performance-based revenue shares of profit margins from product and service sales and affiliate referral marketing.
12. This website has an annual membership pledge of 0.012 btc (BITCOIN) or \$120 NZD. The company is offering a special offer until XMAS to reimburse the 0.012 btc if any member refers 10 or more people within their first month of joining and invoices the company. This basically can be considered a 10% performance-based incentive.
13. You MUST be a Pledge Member of both the Syndicate 1000 Group and our Affiliate Referral Program, 4 Corners Alliance Group. Together they form the strategy of the Cooperative Syndicate and the 4 Corners Alliance Group is the platform that tracks genealogy down-line throughout your network. To keep our Syndicate moving forward, we expect ALL members to have their 4 plus pledge members registered on the one-time \$28 USD affiliate referral platform of 4 Corners Alliance Group and registered on the Syndicate 1000 Group website to login. All members MUST have their \$10 NZD weekly term pledge active or they will be suspended from participation with any Syndicate until remedied.
14. It is inevitable that when everyone does their part and completes their workload task, the \$1,000 NZD and more for other strategies will be covered by the return on investment with our affiliate referral platform of 4 Corners Alliance Group, making this one of the most affordable Working Cooperatives in the world.
15. With our business model we believe it has the potential to create Millionaires within Syndicate 1000 Group over a long term, hence why we make a commitment for up to 30 years plus, to ensure our member's benefits are experienced by family members from generation to generation.
16. Gavin intends to provide 7 Strategies with 7 multiple income streams to 7 Pacific Island Nations throughout the Pacific Triangle of TE-MOANA-NUI-A-KIWA, from Aotearoha the Kingdom Of Heaven, the county of Jew Zealand on the continent of Lemurya. Later to the 7 seas and 7 continents to 7 Sovereign Native Nations, maybe with 7 Spanish Angels, 7 truly a divine number of completion now moving to 8 the resurrection and new beginning of a new order or creation and the start of abundance, wealth and prosperity.
17. To get started..... 1,2,3 - Ready, Set, Go.....
18. First start your \$10 NZD a week term pledge for 30 years with 5 year right of renewals. Complete your EXPRESSION OF INTEREST.
19. You will notice the affiliate marketing platform setup cost has increased to \$28 USD One-Time Payment, not \$18 USD. Transparency is important to us from the outset.
20. Join 4 Corners Alliance Group for a one-time \$28 USD and set up 4 New Members within 2-4 weeks of joining into the program, which are the same 4 New members in Syndicate 1000 Group. We have a "Pay It Forward" strategy that costs \$140 USD that covers the cost of you and your 4 pledge members to assist the process. (if you choose) By paying your pledge members setup cost in advance, encourages them to do the same and the process moves more swiftly. Being focused on business-minded people who is our target market.
21. Earn exponential rewards in 4 Corners Alliance Group that can be transferred from their US e-wallet account system to your NZ bank account and other cryptocurrency accounts to cover your \$1,000 NZD capital pledge. We are all about multiple income streams, so count the costs. More strategies will follow.

What will it cost for the initial set up?

22. The program Gavin has created can cover costs entirely and gives you a far greater return and you can start in increment steps, but transparency shows currently you are probably looking at an up-front initial out of pocket expense outlay of approximately \$2,540 NZD with a commitment to \$25 NZD a week until

further notice up to a 30 year term that can be purchased outright for \$39,000 NZD for the entire 30-years from the starting date of the Syndicate to full-term maturity at 23 September 2048, less any contributions already made for an early settlement with 100% vote at each 5 year interval right of renewal. The only problem is the early settlement means less return as your returns are on capital growth over time on your venture capital. Below are 7 income streams Gavin Marsich is starting with Syndicate 1000 Group. More strategies will follow....

23. There will be an out of pocket expense of \$28 USD (\$45-\$50 NZD) pledge (hypothecate) for the network platform with the Four Corners Alliance Group. This is where your 4 or more new members join your team within the first 2-4 weeks of you joining. This site can also provide a return of up to \$559,824 USD to you directly that can alleviate any other costs below. It is through our Syndicate 1000 Group that our members have greater success, so we invoice a 10% management tithe for the use of our network of people and its strategic programs. This is how Syndicate 1000 Group subsidiary to Global Advertising Internet Network Limited provides a return to our members. (Conditions Apply)
24. Please take note that Global Advertising Internet Network Limited deals mostly in a virtual world of digital currencies like BITCOIN, (TBC) THE BILLION COIN and CREDIT on their very own credit exchange that is totally private and exclusive to members. A decentralized system that is not controlled by any government or the elite banking cartel.
25. There will be an out of pocket expense of 0.012 btc (Bitcoin) pledge or \$120 NZD for the annual membership to Global Advertising Internet Network Limited and the use of it's website, program, strategies and products and services in its e-commerce store. This can be reimbursed entirely if any member introduces 10 or more new memberships within the first month of joining in any given fiscal year, being based on 10 new members it is an incentive reward valued at 10% return.
26. There will be an out of pocket expense of 0.010 BTC (Bitcoin) pledge, worth currently as of 6th October 2018 of \$110-\$120 NZD to set up a Managed Funds Portfolio to also assist with covering costs. Gavin has strategies to increase the value of bitcoin, therefore creates a syndicate portfolio for a 50/50 Joint Venture. Member puts up the 0.010 BTC or \$110-\$120 NZD and Gavin Marsich works the account (as his share) with his skill in crypto-currency. This is a personal and private venture that Gavin does as a hobby and is transparent about this in the joint venture agreement.
27. It is through the Syndicate 1000 Group that our members have greater success, so Global Advertising Internet Network Limited, invoices a 10% management tithe for the use of our network of people and strategic programs. This is on all online money-making strategies.
(Conditions Apply)
28. There will be an out of pocket expense of \$10 NZD for a weekly term pledge or \$520 NZD annually until further notice (30-year term, 5-year right of renewal intervals) with a share of retirement capital that goes to a debt servicing account for asset procurement and community project investments we vote on. This includes revenue increasing portfolios to capitalize on the existing \$10 NZD revenue streams coming in. Gavin is focused on money-management concepts and accountability to maximize returns for the Syndicate and its members. The higher the balance the more profit to share.
29. There will be a one-time out of pocket expense of \$1,000 NZD for a capital pledge for a 30-year term, 5-year right of renewal intervals on an assets procurement and community project investments account with a share of retirement capital, a return for members or their children's, children for a thousand generations of bequeathing.
30. There will be an out of pocket expense (undisclosed) for sales of products and services purchased or sold within the Working Cooperative that you share 50/50 in

the profit margins with your direct up-line, being your Syndicate on sales you personally introduced.

31. We are making the move into a virtual world of digital currency with Global Advertising Internet Network Limited and its economic trading and membership support network platform called Godzone Credit Exchange. There is a monthly 20 €Euro Dollars or 240 €Euro Dollars annual (\$40 NZD approx or \$480 NZD) platform service charge, being one-year in advance until further notice. Everyone receives a 10 Million Credit business start-up for inviting 10 or more New Memberships within the first month of joining. This provides the opportunity for virtually FREE trading locally, nationally and internationally. Credits are covered by a true intrinsic trading instrument value of a common law commercial lien over all the governments of the world. It is the NEW GLOBAL RESET everyone has been waiting for.
32. A late addition to the fold is "The Billion Coin" or TBC as many know it. An abundance coin with a maximum cap of One Billion Dollars per COIN. Value increases with membership at 1% - 5% Daily. There is a \$10 USD (\$20 NZD) one-time admin fee. We suggest to refer as many people as you can to receive 25,000 Kringle CASH that is exchanged into coin value. Gavin started in June 2017 and invested \$150 USD (\$250 NZD), signed up over 100 people and paid the admin fee. He is now working on signing up another 100 people, investing another \$150 USD (\$250 NZD) to increase his current value of over \$120 Million in TBC Value to exchange with his very own CREDIT's on his global platform of digital currency. This is a new concept but you have to be in to win right. On 17 March 2010, the now-defunct BitcoinMarket.com exchange is the first one that starts operating. On 22 May 2010, Laszlo Hanyecz made the first real-world transaction by buying two pizzas in Jacksonville, Florida for 10,000 BTC. In five days, the price grew 900%, rising from \$0.008 to \$0.08 for 1 bitcoin. Look at the value now.
33. We are primarily a digital currency organization but we still allow room for the soon to become obsolete world of fiat currency that we all know holds only perceived value of the people and their belief system of product and service exchange.
34. As 50% of our funds will be debt-based we lock down the best strategies to secure competitive interest rates, maximize income, minimize expenses, minimize interest and save tens of thousands of dollars to maximize asset procurement and capital growth for our members to increase their share holdings over a 30 year term with right of renewals every 5 years.
35. To get access to the website, requires an expression of interest, a commitment to the term and capital pledge program and your commitment to sharing in the workload of inviting 4 or more people to this opportunity within the first 2-4 weeks of joining. Complete the Expression Of Interest form to get access to some of Gavin's strategies and start a payment program today.
36. Here is one of Gavin's strategies with our 4 Corners Alliance Group. A simple concept when you join Syndicate 1000 Group and setting up your \$10 NZD weekly term and \$1,000 NZD capital pledges to lock a position in a syndicate portfolio. Invite 4 or more people within the first 2-4 weeks of joining and they will do the same. Start purchasing or selling products and services from the website to earn profit margins. Everyone has to join 4 Corners Alliance Group for the affiliate marketing platform for Syndicate 1000 Group. It costs a one-time setup of \$28 USD. Your earnings purchase digital products over 6-Levels and the profit is what gives you a financial return. Crowdfunding for business start-ups is legal in the United states.
37. The Jump-start Our Business Startups Act, or JOBS Act, is a law intended to encourage funding of small businesses in the United States by easing many of the country's securities regulations. It passed with bipartisan support, and was signed into law by President Barack Obama on April 5, 2012. Four Corners Alliance Group is a US Company, so as long as you pay your taxes on your funds received before you transfer into your New Zealand account, we are all covered.

38. This is simply a numbers game. If everyone completes their task of getting 4 or more people to invest \$28 USD (\$45-\$50 NZD) for Four Corners Alliance Group, pay their up-front annual membership pledge of 0.012 btc (Bitcoin) or \$120 NZD and add (\$110 NZD) or 0.010 btc (Bitcoin) for their personally managed Bitcoin crypto-currency funds account to Global Advertising Internet Network Limited and start their \$10 NZD weekly payment to Syndicate 1000 Group's, Syndicate 01 Account within 2-4 weeks of joining, you can see returns in your back-office USD e-wallet account immediately when people you invite joins and registers.
39. It is anticipated with our program that within the first 90-Days, you may have returns to cover your \$1,000 NZD capital pledge, the up-front annual platform fee to the Godzone Credit Exchange and much, much more (Refer to the instant commissions chart above). Make more pledges to secure more positions within the syndicate portfolio and secure retirement capital for yours or your grandchildren's future and immediate returns on sales now. Go ahead, join 4 Corners Alliance and Syndicate 1000 Group's Today!
40. It is very important to know from the outset that Global Advertising Internet Network Limited and Gavin Marsich has good intent to provide everyone with access to funding opportunities. However there is an Earnings Disclaimer on the website here: <https://www.syndicate1000group.com/earnings-disclaimer.html> and Gavin Marsich and the Company cannot accept liability for the actions of others, being any subsidiary groups, syndicates, associations, affiliations, companies, members for their good or bad deeds. Global Advertising Internet Network Limited and the recipient also agree from the outset that a 10% Management Tithe on all revenue streams and assets of all strategies within the Syndicate 1000 Group's Networks is owing to the company and it is the recipients responsibility to have a 10% Management Tithe forwarded or direct credited to the Company's suffix (00) Bank Account as the company's share of the profit margins. Please note that with exception to the term and capital pledge syndicate portfolios increasing to 20% when a threshold of \$5,000,000 is reached thereafter.] (Proposed Transaction).

1. The Provider has agreed to provide the Recipient with information relating to the Provider's business to enable the Recipient to evaluate the Proposed Transaction.
2. In consideration of the Provider agreeing to provide information to the Recipient, the Recipient has agreed to be bound by the confidentiality obligations set out in this Agreement.

Operative part

1. Definitions and interpretation

1.1. Definitions: In this Agreement, unless the context otherwise requires:

1.1.1. **Affiliate** means, in relation to the Provider, any director, officer, employee, Related Company, shareholder, owner, agent, consultant or professional adviser of or to the Provider.

1.1.2. **Agreement** means this agreement and includes the Background and Schedule.

1.1.3. **Confidential Information** means:

1.1.3.1. any information whether provided in writing, orally, electronically or otherwise (including, without limitation, forecasts, financial projections, estimates, assumptions, opinions and statements) concerning or relating to the affairs or prospects of the Provider which is made available to any Recipient by the Provider or any of its Affiliates or which is obtained by the Recipient from some other source but which emanated at any time from the Provider or any of its Affiliates;

- 1.1.3.2. the fact of the Proposed Transaction itself, or the fact that the Provider is considering the Proposed Transaction;
- 1.1.3.3. the existence of, or the fact that the Recipient is party to, this Agreement, is interested in the Proposed Transaction, is undertaking due diligence, or is engaged in discussions with the Provider or its Affiliates (as applicable);
- 1.1.3.4. the subject matter and terms of this Agreement;
- 1.1.3.5. any copies, modifications or developments made by either party to the information described in paragraph 1.1.3.1 of this definition; and
- 1.1.3.6. any information which the Recipient generates, or is generated at the request of the Recipient (whether (in each case) before, on or after the date of this Agreement), using information described in the first paragraph of this definition if that information could be identified or extracted by a third party from the information generated,

but excludes information that:

- 1.1.3.7. when disclosed to or by the Recipient, is generally available to and generally known by the public, but not through breach of any obligation of confidentiality;
 - 1.1.3.8. after disclosure to the Recipient becomes generally available to and generally known by the public but not through breach of any obligation of confidentiality;
 - 1.1.3.9. is already known to or in the possession of the Recipient at the time of its disclosure by or on behalf of the Provider or any Affiliate to the extent this is demonstrably evidenced by written records and is not the result of any breach of any obligation of confidentiality;
 - 1.1.3.10. was acquired lawfully and in good faith by the Recipient from a third party which does not owe any obligation of confidentiality to the Provider or its Affiliates in relation to that information;
 - 1.1.3.11. is agreed by the Provider in writing to be information to which this Agreement does not apply.
- 1.1.4. **Person** includes any individual natural person, company, corporation, partnership, firm, joint venture, association (whether corporate or unincorporated), trust organisation, Government department, Minister of the Crown, state or agency of a state (in each case, whether or not having separate legal personality), and includes, in each case, a person's executors, administrators, successors and permitted assigns.
- 1.1.5. **Related Company** has the same meaning set out in section 2(3) of the Companies Act 1993 with references to 'company' including any body corporate whether incorporated in New Zealand or elsewhere.

- 1.1.6. **Representative** means, in relation to the Recipient, any director, officer, employee, Related Company, shareholder, agent, consultant, representative or professional adviser of or to the Recipient.
- 1.1.7. **Working Day** means a day (other than a Saturday, Sunday, or public holiday) on which registered banks are open for general banking business in Christchurch, New Zealand but excludes any period from 24 December in any year to 5 January in the following year (both inclusive).
- 1.2. **Interpretation:** In interpreting this Agreement, the following rules must be applied unless the context otherwise requires:
- 1.2.1. Headings to clauses are for reference only and are not an aid in interpretation.
- 1.2.2. References to statutory provisions will be construed as references to those provisions as they may be amended or re-enacted or as their application is modified by other provisions from time to time.
- 1.2.3. References to clauses or schedules are to clauses of or schedules to this Agreement, and any schedules referred to form part of this Agreement.
- 1.2.4. References to a party are to a party to this Agreement and include that party's successors in title and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).
- 1.2.5. All periods of time include the day on which the period commences and also the day on which the period ends.
- 1.2.6. Words importing the plural include the singular and vice versa and words importing gender import all genders.
- 1.2.7. Any obligation not to do something will be deemed to include an obligation not to suffer, permit or cause that thing to be done.
- 1.2.8. All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by, or rights of, more than one person will be deemed to have been given or entered into, or conferred on them, jointly and severally.
- 1.2.9. Any statement in this Agreement stated to be to the best of a party's knowledge or to be so far as a party is aware (or any similar expression) will be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.2.10. If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- 1.2.11. A reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible or tangible form.

2. Ownership and Confidentiality

- 2.1. **Ownership:** The Recipient acknowledges and agrees that all Confidential Information (including all intellectual property rights, title and interest therein) is and remains the sole and exclusive property of the Provider or (as appropriate) its Affiliates, as the case may be. The Recipient agrees that it will not at any time dispute or contest the ownership of the Confidential Information by the Provider or (as appropriate) its Affiliates, as the case may be.
- 2.2. **Confidentiality:** The Recipient acknowledges that:
- 2.2.1. any Confidential Information which has been or is communicated to it was or will be communicated on terms of strict confidentiality; and
- 2.2.2. the Provider and/or its Affiliates may be prejudiced in future dealings and/or suffer damage, loss or liability as a result of any disclosure of the fact that Confidential Information has been provided to the Recipient or any Representative, or of disclosure of any part of that Confidential Information to any unauthorised person.
- 2.3. The Recipient acknowledges that the Confidential Information is confidential, and agrees that it will preserve the secrecy and confidentiality of that Confidential Information and, in particular, but without in any way limiting the generality of the foregoing, will take all action to prevent any unauthorised person obtaining access to, and/or knowledge of, that Confidential Information or knowledge that the Confidential Information has been provided to the Recipient or any Representative.

3. Use and disclosure of confidential information

- 3.1. **Use and disclosure of confidential information:** With respect to any Confidential Information, the Recipient will:
- 3.1.1. hold the Confidential Information in confidence and, subject to clause 3.2, will not directly or indirectly disclose the Confidential Information, or permit the Confidential Information to be disclosed, to any Person at any time, whether before, during or after the term of this Agreement and notwithstanding any termination of this Agreement;
- 3.1.2. not use the Confidential Information, or permit the Confidential Information to be used, for any purpose other than in the evaluation and negotiation of the Proposed Transaction;
- 3.1.3. restrict the disclosure of the Confidential Information to those of its Representatives who genuinely require the Confidential Information for the evaluation and negotiation of the Proposed Transaction, and then only on the basis set out in clause 3.2; and
- 3.1.4. without limiting its obligations under clause 3.2, direct its Representatives to keep the Confidential Information strictly confidential and will procure that its Representatives comply with this Agreement in all respects.

- 3.2. **Permitted disclosure:** The Recipient may disclose the Confidential Information to such of its Representatives as it reasonably considers necessary to assist it in evaluating the Proposed Transaction and upon the basis that:
- 3.2.1. notwithstanding such disclosure, the Recipient shall remain fully liable for any breach of this Agreement resulting from any act or omission of any such Representative as though that Representative were bound by clause 3.1 (and regardless of whether or not such Representative was acting within the scope of his or her authority);
 - 3.2.2. the Recipient shall, at its own cost and expense, take all such action as is reasonably required by the Provider to prevent any breach by any such Representative, including, without limitation, the commencement and diligent prosecution of appropriate legal proceedings; and
 - 3.2.3. in the case of a Representative that is an advisory firm (other than a professional firm, which has a duty to the Recipient to keep the Confidential Information strictly confidential) or third party, a duly authorised signatory for that firm or party has signed an undertaking in the form attached as the Schedule to this Agreement and such undertaking is delivered to the Provider prior to any Confidential Information being made available to that person.

4. Disclosure pursuant to a lawful requirement

- 4.1. If the Recipient or any of its Representatives becomes legally compelled to disclose any of the Confidential Information, then the Recipient will only make such disclosure if:
- 4.1.1. where the requirement to disclose arises by law, a decision, recommendation or opinion from independent counsel has been received by the Recipient to the effect that such disclosure is legally required to be made and the Provider has received a copy of that recommendation or opinion; and
 - 4.1.2. the Recipient has consulted with the Provider and given the Provider reasonable opportunity to seek orders or make representations in order to avoid or minimise the extent of such disclosure.

5. Return of confidential information

- 5.1. Without prejudice to the other terms of this Agreement, if the Provider so requests, the Recipient will immediately:
- 5.1.1. return, or procure the return of, all copies of the Confidential Information in the Recipient's possession or control, or in the possession or control of a Representative;
 - 5.1.2. destroy or erase, or procure the destruction or erasure of, all copies (whether on paper or in an electronic information storage and retrieval system or in any other storage medium) of any analyses, compilations, studies, notes, memoranda or other documents prepared by or for the

Recipient which contain or reflect any information in the Confidential Information, provided however, that any Confidential Information held in electronic form shall only be destroyed to the extent that it is reasonably practicable to do so,

and certify in writing (signed by a director of the Recipient) to the Provider the completeness of such return, destruction or erasure.

6. No representations or warranties

6.1. The Recipient irrevocably acknowledges and agrees that:

6.1.1. the Provider does not give or make, and will not be taken to have given or made, any representation, warranty or undertaking, whether express or implied, as to the accuracy or completeness of any information (written or oral) disclosed or made available by the Provider, or any of its Affiliates to the Recipient or any of its Representatives;

6.1.2. the provision of any information to the Recipient or any of its Representatives by the Provider or any of its Affiliates will not constitute any representation, warranty or undertaking that the information so provided is correct, all-inclusive or all of the information that the Recipient or its Representatives may desire or require, or that there has been no change in the affairs of the Provider either before or after the date on which the information was provided to the Recipient or its Representatives;

6.1.3. neither the Provider nor any of its Affiliates will have any responsibility or liability to the Recipient or any of its Representatives in relation to any information disclosed or made available to the Recipient or any of its Representatives in connection with the Proposed Transaction or otherwise resulting from the Recipient's or any Representative's use of such information, or for any errors in, or omission from, any such information; and

6.1.4. the Provider and its Affiliates shall not be under any obligation to contact, or provide any information to, the Recipient or any of its Representatives in relation to the Proposed Transaction.

6.2. The Recipient hereby further acknowledges and agrees that:

6.2.1. the Provider, at its sole discretion and without being required to provide any reason or explanation therefor:

6.2.1.1. may determine at any time, in circumstances where it has permitted the Recipient to carry out due diligence on the Proposed Transaction, that it will no longer permit the Recipient to carry out due diligence on the Proposed Transaction;

6.2.1.2. may at any time decline to negotiate or otherwise deal with the Recipient in relation to the Proposed Transaction.

- 6.2.2. The Provider and/or any of its Affiliates may make the Confidential Information (or any other information) available to parties other than the Recipient, on whatever terms it may select.
- 6.2.3. Neither the Provider nor any of its Affiliates shall be liable to compensate or indemnify the Recipient or any of their Representatives or other party for any loss, cost, expense or damage (howsoever incurred or arising) in connection with receiving, investigating or analysing any Confidential Information (or other information) provided by the Provider or any of its Affiliates, which is incurred or arises in relation to carrying out due diligence, making any offer in relation to the Proposed Transaction, in connection with any sales process or otherwise.

7. Indemnity

- 7.1. The Recipient shall defend, indemnify and hold harmless the Provider and its Affiliates from and against any and all damage, loss (including loss of profits), cost, liability, and expense whatsoever (including legal fees, all and any actual court costs, witness fees and expenses and all disbursements) directly incurred by reason of:
- 7.1.1. any failure by the Recipient or its Representatives to perform any covenant or observe any obligation of the Recipient set forth herein; or
- 7.1.2. any breach by the Recipient or its Representatives of any representation, warranty, or covenant on the part of the Recipient contained herein; or
- 7.1.3. the negligence or wrongful act or omission of the Recipient or its Representatives.

8. Notices

- 8.1. **Service of Notices:** Any notice given pursuant to this Agreement will be deemed to be validly given if personally delivered, posted, or forwarded by facsimile transmission or email to the address of the party to be notified set forth below or to such other address as the party to be notified may designate by written notice given to all other parties.

If to the Provider:

Address: Four Square Opononi Postal Service,
29 State Highway 12, Opononi,
RD3 Kaikohe 0473, Northland,
NEW ZEALAND

Attention: Gavin Marsich

Fax:

Email: gain2unetwork@protonmail.com

If to the Recipient:

Address:

Attention:

Fax:

Email:

8.2. **Time of Service:** Any notice given pursuant to this Agreement will be deemed to be validly given:

8.2.1. in the case of delivery, when received;

8.2.2. in the case of facsimile transmission or email, when sent;

8.2.3. in the case of posting, on the second day following the date of posting,

provided that any notice personally delivered or sent by facsimile or email either after 5 pm on a Working Day or on any day that is not a Working Day will be deemed to have been received at 9 am on the next Working Day.

9. General

9.1. **Further Assurances:** Each party must do anything (including executing agreements and documents) necessary to give full effect to this Agreement and the transactions contemplated by it.

9.2. **Amendments:** No amendment to this Agreement will be effective unless it is in writing and signed by all the parties.

9.3. **Remedies:** Each party acknowledges that the remedies available at law for a breach or threatened breach of this Agreement will be inadequate, and that, accordingly, the Provider, in addition to all other available remedies (including, without limitation, seeking such damages as it can show it has sustained by reason of such breach), is entitled to seek equitable relief, including an injunction and an order for specific performance, without having to prove the inadequacy of the available remedies at law.

9.4. **Waiver:** No exercise or failure to exercise or delay in exercising any right or remedy will constitute a waiver by that party of that or any other right or remedy available to it.

9.5. **Non-Merger:** The agreements, obligations and warranties contained in this Agreement will not merge on completion of the transactions contemplated by it but will remain in full force until satisfied.

9.6. **No Partnership:** Nothing contained in this Agreement will be deemed or construed to constitute any party to be a partner, agent or representative of any other party, or to create any trust or commercial partnership.

9.7. **Partial Invalidity:** If any provision of this Agreement or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of this Agreement and its application will not be affected and will remain enforceable to the greatest extent permitted by law.

9.8. **Third Parties:** Except as specifically provided, nothing in this Agreement is intended to confer a benefit upon any third party under the Contracts (Privity) Act 1982.

- 9.9. **Contracts (Privity) Act:** For the purposes of the Contracts (Privity) Act 1982 the Recipient’s agreements, obligations, warranties and undertakings under this Agreement are for the benefit of the Provider and each of its Affiliates, and are enforceable at the suit of any of them, but otherwise no other Person shall derive any rights or benefits under this Agreement.
- 9.10. **Counterparts:** This Agreement may be executed in two or more counterpart copies each of which will be deemed an original, and all of which together will constitute one and the same instrument. A party may enter into this Agreement by signing a counterpart copy and sending it to the other parties (including by facsimile or email). Each of the parties shall promptly sign the original copies of this Agreement (such copies to be signed by all the parties) after the execution of counterparts.
- 9.11. **Time of Essence:** Time will be of essence in the performance by any party of its obligations under this Agreement.
- 9.12. **Rights Cumulative:** The rights of the parties under this Agreement are cumulative and are not exclusive of any other rights and remedies available to any party.
- 9.13. **Governing Law and Jurisdiction:** This Agreement will be construed and take effect as a contract made in New Zealand and will be governed by New Zealand law, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- 9.14. **Costs:** Each party shall bear its own costs in relation to the negotiation, preparation and execution of this Agreement.

Signed

Director

Signed for and on behalf of
[Party 1] as Provider by two of its
directors

Director

Signed for and on behalf of
[Party 2] as Provider by two of its
director

GAVIN JOHN MARSICH

Director

Director

Schedule

To:
From:

Undertaking

In consideration of disclosure of the Confidential Information to us, and as required by a Confidentiality Agreement dated 24th September 2018 (the **Agreement**):

1. We confirm that we have been given a copy of the Agreement, that we have read it and understood it, and that we are aware of the sensitivity and the confidential nature of the Agreement and the Confidential Information and the obligations contained in the Agreement; and

2. We irrevocably agree to be bound by the terms of the Agreement as if we had executed it, but on the basis that we are liable only for a breach of the Agreement by ourselves (including, for clarity, a breach by any of our employees, directors, agents or officers) and not by any other party.

DATED this 24th day of September 2018

SIGNED by)
[Name])

in the presence of: -) _____

Witness Signature: _____

Witness Name: _____

Witness Occupation: _____

Witness Address: _____

Dated2018

Between

GLOBAL ADVERTISING INTERNET NETWORK LIMITED

(“Umbrella Company’s Cooperative”)

And

SYNDICATE 1000 GROUP

And

SYNDICATE (01)

WORKER’S COOPERATIVE

(“Subsidiary Cooperative and/or Nominee”)

And

{“PLEDGE MEMBER / PORTFOLIO SHAREHOLDER”}

INDIVIDUAL MEMBER SHAREHOLDER’S CONTRACT

INDIVIDUAL MEMBER SHAREHOLDER'S CONTRACT

THIS SHAREHOLDER'S CONTRACT is made this 24th day of September 2018

BETWEEN GLOBAL ADVERTISING INTERNET NETWORK LTD ("The Umbrella Company's Cooperative")

AND SYNDICATE 01 PORTFOLIO ("Subsidiary Cooperative")

AND _____ ("The Pledge Member/Shareholder")

1.0 BACKGROUND

The Company's Cooperative has agreed to engage you and you have agreed to serve the Company's Cooperative in the capacity and on the terms and conditions set out in this Contract.

2.0 DEFINITIONS AND INTERPRETATIONS

Words and terms used in this Contract will have the meaning below:

"Act" means the Employment Contracts Act 1991

"Dispute" means any dispute between you and the Company's Cooperative about the interpretation, application or operation of this contract.

"Personal Grievance" has the same meaning as in the Act.

3.0 ENGAGEMENT

3.1 Appointment: The Company's Cooperative hereby appoints you to the position of and you accept appointment as a Contracted Commission Shareholder reporting to the Committee on a monthly basis.

3.2 Employment: The Company's Cooperative will contract your services and you will serve the Company's Cooperative and its present and future subsidiaries on the terms and conditions of this Contract.

3.3 Term: The Contract shall commence on 24TH September 2018 and continues for a trial period of three months after which it will be reviewed and evaluated.

3.4 Shareholder: The contract is a full-time one. The normal hours of work are at your discretion and to suit your appointments. However, your job task requires you to fulfil the appointments you have been given or made and arrange an appropriate time during the hours of 8.30am – 8.30pm on any given day. You will commence work at times to suit your appointments with a minimum of four (4) signed Individual Shareholder's Contract's within the first month from the start of commencement of this agreement.

4.0 DUTIES AND RESPONSIBILITIES

4.1 Duties: Your duties and responsibilities include:

- A. properly representing the Company's Cooperative to it's Members, the fostering of good Member relationships to ensure a high quality ongoing relationship between the Company's Cooperative and the Member, and completing the necessary administrative process to ensure the proper completion of your task.
- B. You may be directed by the Company's Cooperative to undertake other tasks from time to time to ensure the proper completion of each task. You may be directed by the Company's Cooperative to undertake other tasks from time to time to ensure the ongoing success of the Company's Cooperative.
- C. For your own development and advancement you should make yourself available to travel if necessary for Company's Cooperative related meetings, seminars and functions, on a national or international level, or as the Company's Cooperative may direct and be aware that this is optional (voluntary).
- D. Training meetings are a compulsory requirement when requested with the Company's Cooperative, to provide on-going support and up-skilling. You must attend meetings at designated venues or attend International SKYPE, ZOOM or Facetime Social Media conferencing calls and be on time – NO EXCUSES.
- E. You must strictly adhere to following the Shareholder's Procedure Guidelines issued to you with this contract. Failure to do so may result in INSTANT TERMINATION OF THIS CONTRACT.

4.2 Performance: During the continuation of the Engagement, you will diligently and faithfully serve the Company's Cooperative and perform the duties and responsibilities of the Position.

This would include:

A. The furnishing of four (4) signed Individual Shareholder's Contract's for each and every pledge acceptance (1/4, 2/8, 3/12) as an example, within the first month of joining from the starting date of commencement of this agreement.

B. An ongoing Term Pledge/Donation of \$10 NZD a week back-dated to the starting date of Syndicate (01) being the 24th September 2018 with an upfront lump sum deposit on top of the weekly Automatic Payment Authority Term Pledge into the Company's Cooperative Debt Servicing Bank Account Number: **06-0350-0856773-01**. The Term being 30 years with a minimum 5 year right of renewal and each interval of 5 years thereafter. The pledge member decides whether to continue membership or pass-over their term and capital pledge commitment to the Syndicator, cancelling their membership to the program. This can only be done at each 5 year interval for right of renewal with a 3 month notice in writing. The \$10 NZD a week will resume under new membership agreement and all entitlements with the working cooperative will cease. Benefits from return on investment (if any) with our associated companies forming part of the strategy structure will still continue as a parting gift and some form of compensation for any initial and future entitlements.

C. A Capital Pledge/Donation of \$1,000 NZD at the settlement date of 1,000 Pledges or a date before into the Company's Cooperative Asset Procurement Bank Account Number: **06-0350-0856773-01**. The capital pledge is one pledge in 1,000 other pledges that gives you 1/1,000 vote(s) on the Syndicate Portfolio. The Term being 30 years at which a retirement capital (if any) will be shared between 1,000 pledge members. The capital pledge is a donation locked into an agreement for a full duration term of the 30 years. The company will close the portfolio upon term maturity to sell all assets and disburse proportionate shares to 1,000 members less management costs and expenses from any profit margins. Upon death before settlement the proceeds at the time of maturity will go to the pledge members Family Estate, subject to Will & Testimony or Power Of Attorney Deed. The estate can choose to honor the commitment of the deceased pledge member until maturity, benefiting from the full retirement capital (if any) and the benefits of the working cooperative or withdraw entirely from the program and its commitments and only receiving 1/1000th share of the investment value at the current time of death after due process.

D. An invested interest in promoting the products and services of the Umbrella Company and the Company's Cooperative that pays **(50/50)** commissions and/or incentives from proportionate share margins on profit of the Cooperative Syndicate 01 on purchased products and services advertised on the Umbrella Company's Website's, Social Media Pages and in Stores. All commissions will require a monthly invoice submitted for the previous months sales proceeds forwarded to the Cooperative Business Activity Bank Account Number: **06-0350-0856773-01**.

E. The access to Affiliate Associations of the company and the revenue streams collected from them are subject to a 10% Management Tithe owed to the company. This tithe will increase when a threshold of \$5,000,000 is reached to 20% Management Tithe. It is the responsibility that the pledge member/shareholder ensures that this payment is calculated on all gross revenue, bonuses, incentives, rewards or assets derived from the syndicate of affiliations and forwarded or direct credited to the company's suffix (00) bank account immediately from revenue received or in a timely manner.

4.3 Punctuality: It is not enough just to be at a meeting. It is important to be at your place of meeting on time. It is part of the principle of the Company's Cooperative that we are all on time together. If you have been unavoidably delayed, it is your responsibility to get a message to the Committee. Repeated lateness for appointments or engagements without an acceptable reason is not permitted. More than six late appointments in a 12-month period will be regarded as bad timekeeping and will result in instant termination of your contract.

4.4 Work Related Accident or Injury (ACC): The Company's Cooperative is not liable for ACC payments. If you have a work related injury or accident it must be reported promptly to Worker's Cooperative Manager.

4.5 Will Travel When Required: You agree to serve the Company's Cooperative throughout New Zealand. You may be required to attend meetings for the proper performance of your duties and responsibilities, or as the Company's Cooperative may direct.

4.6 Dress Code: During the performance of your duties you will always appear in a tasteful, tidy, and presentable manner, in accord with proper Professional Corporate Attire.

4.7 Security: At all times, whilst representing the Company's Cooperative, you must wear your badge to identify yourself in public.

4.8 Reporting Market Information

The Shareholder shall provide the Company's Cooperative with the following reports:

A A list of calls made each month, the results of each call and any other details which the Company's Cooperative requires. ("the month sheet"); and

B A call book containing the names of all existing Members, the nature of each Members business, any standard Member orders, all products sold and the date of sale to the Member, any products the Member has indicated it will purchase in the future, any prospective Members or referrals and any other information required by the Company's Cooperative.

The call book, the Company's Cooperative Manuals, and any other equipment issued by the Company's Cooperative remain the Company's Cooperative's property which the Shareholder shall

return to the Company's Cooperative in good condition as soon as possible on the termination of this agreement or when requested to do so by the Company's Cooperative.

5.0 REMUNERATION AND ENTITLEMENTS

5.1 Performance Commission: Remuneration by way of a commission payment of 50/50 commissions and/or incentives of the profit margins of the Cooperative Syndicate 01 on sales provided by you, less expenses, GST, taxation, on all products and services listed by the Shareholder that are sold in any global advertising platforms. Payable on the 20th day of the month following the date of settlement from the beginning of a month to the end of a month and an invoice submitted. The before applies to your clients final settlement of their product or service within the bank and payment received from your client for their items, clearing in the Umbrella Company's and/or Company's Cooperative's bank account and payment received from any other provider, clearing in the Umbrella Company's and/or Company's Cooperative's bank account.

5.2 Advances Against Commissions:

1. Any amounts paid to the Shareholder or costs the Shareholder may incur that has been paid by the Umbrella Company and/or Company's Cooperative before actual final settlement of your client's product or service exchange within the bank, are advances against future commissions.
2. Advances against future commissions are a debt that the Company's Cooperative may call up at **ANY** time. The Shareholder irrevocably authorises the Umbrella Company and/or Company's Cooperative to deduct such advances in full from any commissions.

5.3 Other Entitlements:

- A. For each Term and Capital Pledge the Shareholder is contributing too within a Syndicate 1,000 Portfolio, the Shareholder has a 1:1000 share parcel of that Syndicate, whether asset-based, debt-based, income/revenue-based.
- B. At the end of each financial year, any profits are voted on, whether they are reintroduced as capital introduced to setting up NEW Syndicates or whether the profit is split between the 1,000 pledges as a shareholder's dividend.

5.4 Payments:

- A. The Commissions shall be payable to the Shareholder on the 20th day of the month following the date of settlement of the Members product or service exchange with the bank.
- B. The Shareholder shall invoice the Company's Cooperative for commission on sales, at a rate set out from time to time by the Company's Cooperative, ("The Commissions"). No payments will be issued until an invoice has been submitted.
- C. Shareholders are required to pay for each lead which, has been provided to them, at a rate set out from time to time by the Company's Cooperative. The Company's Cooperative can arrange payment on the Shareholders behalf.
- D. The Company's Cooperative is required to deduct 20% with-holding tax from all commissions and bonuses.
- E. The Company's Cooperative shall be entitled to charge the Shareholder an administration fee should the Shareholder use stationery and office products owned by the Company's Cooperative.
- F. The Company's Cooperative shall be entitled to charge the Shareholder a professional indemnity insurance cover charge if the Shareholder does not have adequate insurance cover at a rate set out from time to time by the Company's Cooperative. The Shareholder irrevocably authorises the Company's Cooperative to deduct such charge in respect of any such professional indemnity insurance that is covered by the Company's Cooperative.
- G. The Company's Cooperative shall be entitled to claim back from the Shareholder all commissions paid by it to the Shareholder in respect of any contract signed with a Member in the event that, that contract is cancelled or declined before settlement of their product or service exchange within the bank. The Shareholder irrevocably authorises the Company's Cooperative to deduct such reclaimed commission in respect of any such cancelled contract from commissions due to the Shareholder from the Company's Cooperative.

6.0 TERMINATION

6.1 The Umbrella Company's and/or Company's Cooperative's General Rights to Terminate:

Notwithstanding any other provision of this Contract the Engagement may be terminated by the Company's Cooperative, without notice and without compensation in lieu of notice, if you do:

6.2 Serious Misconduct The following constitutes serious misconduct. The penalty for which is dismissal:

1. Assaulting another employee.
2. Using abusive, threatening or offensive language to the Umbrella Company's Syndicator, Board of Directors, Investment Committee, another Shareholder, a supervisor, manager, account manager or Member with an intent to harm or injure.
3. Refusing to carry out the lawful instruction of a manager or supervisor.

4. Wilful damage to Company's Cooperative or other SHAREHOLDER's property.
5. Wilful or deliberate acts adversely affecting hygiene, quality or safety.
6. Falsifying a Company's Cooperative document or form.
7. Possession of Company's Cooperative property or property of other SHAREHOLDER's without written authority.
8. Improper use of solvents on Company's Cooperative property.
9. Deliberate misrepresentation of the facts in any case cited above.
10. Smoking in restricted areas, this includes client's homes, Company's Cooperative premises and at Company's Cooperative related meetings.
11. Use or possession of unauthorised narcotics, or any drugs that have not been medically prescribed during the Company's Cooperative's time or representing the Company's Cooperative.
12. Driving Company's Cooperative vehicles while intoxicated.
13. Reporting to work or appointments in such condition of intoxication that she/he is unable to perform her/his duties properly and safely.
14. Wilfully or persistently breach or refuse to perform or observe any express or implied term or condition of this Contract.
15. is guilty of wilful neglect or gross incompetence in the discharge of your duties and responsibilities.
16. Become insolvent, commit an act of bankruptcy or makes any composition with your creditors.
17. is absent from work without Company's Cooperative's consenting for a period of ten (10) consecutive working days.
18. at any time in the opinion of a medical practitioner nominated by the Company's Cooperative and accepted by the SHAREHOLDER, become permanently disabled or incapacitated, or become of unsound mind.
19. is guilty of any serious misconduct or dishonesty (whether or not in the course of the Engagement) which, in the reasonable opinion of the Company's Cooperative, is incompatible with your position within the Company's Cooperative or which may otherwise prejudice or injure or tend to prejudice or injure the reputation of the affairs of the Company's Cooperative or any of the Company's Cooperative's related companies, investors, shareholders, Members or clients.
20. Continual lateness, unjustified or excessive absenteeism.
21. Commits a proven serious criminal act and is convicted of that act.
22. Breaches to the ethical marketing standards of the Company's Cooperative.

6.3 Offences The following offences will result in disciplinary action being initiated:

1. Irresponsible use of any Company's Cooperative allocated vehicle.
2. Failing to advise details of absence promptly on first day of absence or failing to check in on a monthly basis to keep Company's Cooperative informed of activities.
3. Failure to provide all paperwork and sign offs within 24 hours.
4. Unsatisfactory work performance.
5. Failure to report immediately all work related accidents or hazards, or personal injury occurring at work no matter how minor the incident.
6. Poaching Clients.
7. Commits a proven serious criminal act and is convicted of that act.
8. Breaches to the ethical marketing standards of the Company's Cooperative.

6.4 Either Party's Right to Terminate This Contract may be terminated at any time by either party giving not less than one months prior notice, in writing, to the other party in pursuance with the terms of the Act.

6.5 Serving out the Notice Period The Company's Cooperative shall be entitled to require that you do not attend to your duties and responsibilities during all or part of the period of any notice given by the Company's Cooperative or by you terminating your Contract.

6.6.1 Accrued Entitlements In the event that this Contract is terminated, you will be entitled to receive from the Company's Cooperative all remuneration and other entitlements accrued but unpaid to the date of termination. This shall be paid by the Company's Cooperative in full at final settlement of any claims you may have against the Company's Cooperative or any of its related companies in the connection with the Contract, less any expenses incurred in accord with Clauses 5.1 and 5.2 of this contract.

However, concerning clause 5.3, the following will occur:

- A. Your term pledge or donation will be terminated and we will no longer accept your donation and you are no longer subject to the pledge obligations.
- B. The pledge or donation obligation will be offered to the Syndicator or another Syndicate Member to cover the loss incurred by the termination. The Syndicator has first right of refusal, then the offer will extend to another Syndicate Member by way of draw.

- C. Your term and capital pledge is a donation and starting capital into a Joint Venture of 1,000 pledges and part of the pledge obligations is to perform certain tasks and maintain certain obligations bestowed upon you. The term & capital pledges from the outset have incurred business start-up, legal, administration, leases, commissions, human and capital resources, 10% management costs up to a \$5,000,000 threshold and then increases and capped at 20%, being covered by the increased returns in revenue and asset values and more to get established. Your term of engagement with the Company's Cooperative Syndicate also will be a factor The before will be taken into consideration and will off-set any claim against the Company's Cooperative.

6.7 Return Company's Cooperative Information/Property On the termination of the Engagement, you will immediately deliver up to the Company's Cooperative all property and information within your possession or control, belonging to or relating to the affairs or business of the Company's Cooperative, its related companies, investors, shareholders, Members or clients. There will be no final settlement of any claims until all Company's Cooperative information/property is returned to Global Advertising Internet Network Ltd offices and accounted for.

6.8 Acknowledgement You acknowledge that, in the event that this Contract is terminated by the Company's Cooperative otherwise than on justifiable grounds or for misconduct, and whether on notice or not, your remedy (if any) will be limited to a claim for compensation and that reinstatement would not be an appropriate remedy and accordingly should not be ordered by any court or tribunal of competent jurisdiction.

7.0 DISPUTES AND GRIEVANCES

7.1 Resolution Procedure Every Dispute and Personal Grievance which you may have, shall be resolved by the following procedures which are adopted in lieu of the procedure set out in the First and Second Schedules to the Act.

7.2.1 Personal Grievances If you have a Personal Grievance claim, you will give to the Company's Cooperative, notice thereof in writing as soon as practicable after the date on which the action alleged to amount to a Personal Grievance has occurred or come to your notice (whichever is the later) so as to afford the Company's Cooperative the opportunity of remedying the grievance rapidly, but in any event shall be given within ninety (90) days after that later date. Notice of the Personal Grievance shall be in writing and shall set out the nature of the grievance, the facts giving to rise to the grievance and the remedy sought. The Company's Cooperative shall then consider the nature and details of the Personal Grievance claim and within ten (10) working days of receiving the claim convene a meeting between you and a Shareholder of the Management Committee of the Company's Cooperative to discuss and endeavour to resolve the matter. If the claim is not resolved within ten (10) working days after the meeting is held, either you or the Company's Cooperative thereafter may, by written notice or other, require the matter be determined by arbitration of a single independent arbitrator. If the parties cannot agree on an arbitrator, one shall be appointed by the President for the time being of the Auckland District Law Society and arbitration shall be conducted as soon as practicable at Auckland in accordance with, and subject to, the Arbitration Act 1908. The cost of any arbitration shall be met by the parties in equal shares.

7.3 Disputes If a dispute arises between the parties which is unresolved within ten (10) working days after arising, either party may thereafter by written notice to the other, require the matter to be determined by arbitration or a single independent arbitrator, if the parties can agree on one, or otherwise by an arbitrator appointed by the President for the time being of the Auckland District Law Society, which shall be conducted as soon as practicable at Auckland in accordance with, and subject to, the Arbitration Act 1908.

8.0 POST SHAREHOLDER RESTRICTIONS

8.1 Solicitation of Shareholder's For a period of twelve (12) months after termination of your contract by the Company's Cooperative for whatever reasons you shall not, directly or indirectly:

- A Solicit any employee, contractor, shareholder or subsidiary of the Company's Cooperative or any other person under contract to or rendering services to the Company's Cooperative to terminate such employment or contractual relationship with the Company's Cooperative or to refrain from extending or renewing the same (whether upon the same or new terms); or
- B approach any such employee or other contractual person for any foregoing purposes; or
- C authorises or knowingly approves, assists or encourages the taking of any such action by any other person.

8.2 Solicitation in Competition For a period of twelve (12) months after termination of your Contract by the Company's Cooperative for whatever reason, you shall not, directly or indirectly, canvass or solicit in competition with the Company's Cooperative, or any of its subsidiaries, the custom of any person, customer, associate, association, corporation, cooperative or firm which has, at any time during the terms of Contractual agreement, purchased or acquired products or services from the Company's

Cooperative or any of its subsidiaries, or who has been listed on any client list of any Company's Cooperative in the Company's group of companies.

8.3 Fair and Reasonable Restrictions You acknowledge that your remuneration and other entitlements pursuant to this Contract have been agreed by the parties on the condition that you enter into the restrictive covenants contained in this Contract for the proper preservation of the goodwill in respect of the business of the Company's Cooperative and its subsidiaries, and you acknowledge that, in all the circumstances, the restrictive covenants and other undertakings contained in this Contract are fair and reasonable.

8.4 Illegal Restraint In the event that any court of competent jurisdiction shall hold that any of the restrictions set out in this clause 8 or the duration thereof constitute an illegal restraint, then the Company's Cooperative shall be entitled to modify such restraints to remove the illegality and you shall, upon such modification, comply with and be bound by the modified restraint as if it had always been so modified.

8.5 Definition In this clause 8 "directly or indirectly" includes acting through any organisation, corporation or cooperative of which you are a employee, contractor, SHAREHOLDER or director.

8.6 Non-Merger The termination of the Contract for whatever reason shall not affect those provisions of this Contract which are intended to continue after termination and shall also be without prejudice to any claim by the Company's Cooperative against you arising out of any breach or non-performance by you of any obligations under this Contract.

9.0 GENERAL

9.1 Notices Every notice to be given under, or in connection with, this Contract shall be given either by personal delivery or signed delivery by courier, and deemed received on the date of delivery, or by registered mail by post, and deemed received ten (10) working days Nationally and forty-five (30) working days Internationally after posting;

Address as specified below:

Global Advertising Internet Network Ltd.

Gavin Marsich
Guardian/Syndicator
Four Square Opononi Postal Service
29 State Highway 12,
Opononi 0473
Northland
NEW ZEALAND

9.2 Illegal Provisions If at any time any provision of this Contract shall be deemed by a court of competent jurisdiction to be unreasonable, illegal, invalid or unenforceable for any reason whatsoever, that unreasonableness, illegality, invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Contract, and the provisions of this Contract shall be modified only to the extent necessary to give the effect to the ruling of the Court.

9.3 Confidentiality You will observe strict secrecy in relation to any information howsoever obtained concerning the mode of operations, trade secrets, strategies, technical information, profits, dealings, affairs or financial position of the Company's Cooperative, its related companies, investors, shareholders, Members or clients at all times, as well as clause 8. Breach of this may result in instant termination of your contract and further legal action.

9.4 Competitive Activities During the continuation of the engagement you will not compete, directly or indirectly, on your own account or be concerned or interested in, whether directly or indirectly as SHAREHOLDER, agent, partner, Shareholder, trustee, servant, contractor, employee, shareholder, investor or director in any other organisation or corporation conducting similar business to the Company's Cooperative.

9.5.1 Health & Safety Under the Health and Safety in Employment Act we all have major responsibilities to prevent harm to ourselves, or to our fellow workers, employees, contractors, shareholder's while at work, and to ensure that our workplace is a healthy and safe place to be. Everybody in the Company's Cooperative, from the most senior manager through to the newest employee, contractor, SHAREHOLDER, must take all practicable steps to ensure that all people are safe while at work. Workplace hazards need to be identified and, once identified reported and then, must be eliminated, isolated or minimised. There is a procedure for doing this and your Manager or Managing Committee can help you do this. Please do not be frightened to ask for assistance, as safety at work is very important to us all.

9.6 Holidays Act: The usual public holidays observed in New Zealand shall be taken by you at your discretion and you will not be required to work on such days in accordance with and subject to the provisions of the Holidays Act 1981. No payments will be made for any such holidays.

9.7.1 AMENDMENTS: The Company's Cooperative holds the right to amend this contract at any stage during the term of engagement and will give notification to employees, contractors, SHAREHOLDERS and so on, in writing of any such changes.

9.7.2 RESERVED RIGHTS: The Company's Cooperative reserves the rights to withhold the commission incentive bonuses (if any). This is an incentive bonus, which is not compulsory and is given at the Company's Cooperative's discretion to those who work hard. Abuse of this incentive could result in it being withdrawn entirely.

9.8 Indemnity Insurance All engagements of the Company's Cooperative, whether full or part-time, employee, contracted commission shareholder, managing committee, board of directors, area team managers, regional team managers, staff or retainer position, shall provide personal Professional Indemnity or Public Liability Insurance to a minimum value of \$10,000,000 cover, for businesses and \$1,000,000 for an individual.

10.0 Your Responsibilities Re:- Self Employment

10.1 Vehicles: You will provide your own vehicle, suitable to perform your duties at no charge to Global Advertising Internet Network Limited.

- A. You must hold a current drivers licence if you are driving in New Zealand.
- B. You will maintain your vehicle in clean, tidy and presentable condition when performing duties for the Company's Cooperative..
- C. Should you receive a parking ticket or infringement notice, you will be liable for the payment of these fines.
- D. Fully insure your vehicle against public liability under a standard commercial vehicle insurance policy with a recognised insurer acceptable to the Company's Cooperative.
- E. Pay for all vehicle running expenses, including fuel, oil, maintenance, testing and insurance.
- F. You must have a fully equipped administration office or have access to one that has access to an (ISP) internet service provider for (VOIP) voice over internet protocol conference calls and management applications and personally cover these costs as business related expenses.

10.2 As a "SHAREHOLDER" you are responsible for the following things:

- A. The provisions of the Employment Relations Act 2000 or any replacement or re-enactment or amendment thereto shall not apply to any dispute between the parties with respect to any matter touching or concerning the terms and conditions of this agreement, or the termination of this agreement.
- B. Shall be responsible for it's own liability for tax and for levies under the Accident Rehabilitation and Compensation Insurance Act 1992 and any re-enactment or replacement or amendment thereto and any requirements by the Inland Revenue Department of New Zealand regarding "self- employment or contract" (e.g. Registration of Business, Fringe Benefit Tax, GST, P.A.Y.E, Withholding taxes etc.)
- C. All expenses incurred whilst contracted (e.g. cell phone rental, vehicle running expenses and maintenance, tools of the trade, individual promotional and advertising costs, telemarketers and referral fees etc.)

If you agree to the terms and conditions of this contract please sign below.

EXECUTED BY THE PARTIES on the date first set out herein

SIGNED for and on behalf of the Company's Cooperative)
in the presence of)

**GLOBAL ADVERTISING INTERNET NETWORK LIMITED
Guardian / Syndicator**

Gavin Marsich

Current Shareholder of Syndicate 01

.....

SIGNED)
Shareholders)

Name

Address

Phone No. Fax No.

Mobile No..... Email:.....

IRD No. GST No

Bank Branch

Account No.....

Signature

SHAREHOLDER'S JOB DESCRIPTION

- You must strictly adhere to the terms and conditions of your contract. Failure to do so may result in instant termination of your contract.
- To adhere to your responsibilities of self employment.
- To properly represent the Company's Cooperative to its Members, the fostering of good Member relationships to ensure a high quality on-going relationship between the Company's Cooperative and the Member, and completing the necessary administrative process to ensure the proper completion of your task.
- To promote and advertise the Company's Cooperative and all its subsidiaries to generate and develop new business and to sustain client portfolios, syndicate shareholders and pledges.
- Your job task requires you to fulfil the appointments you have been given or made and to arrange an appropriate time during the hours of 8.30am – 8.30pm on any given day.
- To report to the investment committee on a monthly basis and to return the record sheets with scheduled appointments and monthly activities by email.
- A call book containing the names of all existing Members, the nature of each Members business, any standard Member orders, all products sold and the date of sale to the Member, any products the Member has indicated it will purchase in the future, any prospective Members or referrals and any other information required by the Company's Cooperative.
- The obligation of furnishing of four (4) signed Individual Shareholder's Contract's for each and every pledge acceptance (1/4, 2/8, 3/12) as an example, within the first month from the starting date of commencement of this agreement
- To attend the compulsory training meetings at designated venues throughout your region for your support and up-skilling or attend International SKYPE, ZOOM, Facetime Conferencing calls at appointed times.
- To prepare financial client applications in a neat and legible manner and to fax completed applications to your Regional Team Manager for approval.
- To make yourself available to travel if necessary for Company's Cooperative related meetings, seminars and functions on a National or International level, or as the Company's Cooperative may direct and be aware that this is optional.
- At all times, whilst representing the Company's Cooperative, you must wear your Identification badge or uniform.
- It is not enough just to be at work. It is important to be at your place of work on time. It is part of the principle of the Company's Cooperative that we are all on time together. If you have been unavoidably delayed, it is your responsibility to get a message to your client, manager or support network..
- During the performance of your duties you will always appear in a tasteful, tidy, and presentable manner, in accord with proper Professional Corporate Attire.
- You will maintain your vehicle in clean, tidy and presentable condition.
- If you have a work related injury or accident it must be reported promptly to your Manager.
- Shall be responsible for its own liability for tax and for levies under the Accident Rehabilitation and Compensation Insurance Act 1992 and any re-enactment or replacement or amendment thereto and any requirements by the Inland Revenue Department regarding "self employment" (e.g. Registration of Business, Fringe Benefit Tax, GST, P.A.Y.E, Withholding taxes etc.)

Website Terms

PLEASE READ VERY CAREFULLY THESE TERMS OF USE BEFORE READING, COMMENTING ON, DOWNLOADING, COPYING, REPRODUCING, ALTERING MATERIALS OF ANY KIND, SUBSCRIBING TO, AND LINKING TO (COLLECTIVELY "USING") THIS WEBSITE. USING THIS WEBSITE INDICATES THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DO NOT USE THIS WEBSITE.

The term "Syndicate" or "Syndicate 1000" or "Syndicate 1000 Group" or The term "Syndicate Housing" or "Affordable Syndicate Housing" or "ASH" or "us" or "we" (hereby known as "The Group of Companies") refers to the owner of this website. The term "you" refers to the user or viewer of our website. All of the above being stand alone but subsidiary groups of Global Advertising Internet Network limited under the business advertising, sales and marketing business category.

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Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

Unauthorized use of this website may give to a claim for damages and/or be a criminal offense.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of New Zealand.

Website Content

All blog posts, EXCEPT FOR COMMENTS, constitute the opinion of the respective Author, and the Author alone; they do not represent the views and opinions of the Author's employers, supervisors, nor do they represent the view of organizations, businesses or institutions the Author is a part of. The Author is not a licensed financial professional, and you should never substitute information from this Website for information obtained from a licensed financial professional; always consult with your financial advisor regarding your financial decisions. The content of this Website is not intended to cause harm, but if You have any concerns about the contents of this Website, please contact "The Group of Companies". Disagreeing with the content of the Website does not constitute sufficient ground for You to ask the Author to remove or modify any parts of this Website.

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this Website. If you wish to reprint or use any of the articles you find on "The Group of Companies" please read the article reprinting policy. You are welcome to link to this Website, and to discuss its contents in a respectful manner. When You quote or link to this Website, please include the Website's name in your link. You are not authorized to use this content for personal profit.

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Changes to the Terms

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No Guarantee

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No Warranty or Condition

Links. "The Group of Companies" makes **NO WARRANTY OF ANY KIND**. If you choose to access the Website, you do so **AT YOUR OWN RISK**. To the extent links and external content are based on or displayed in connection with the Website, "The Group of Companies" **SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE DISPLAY OF SUCH LINKS AND SEARCH RESULTS**, whether this external content is breaking the law in this or other jurisdictions. **YOU AGREE TO USE THE WEBSITE AT YOUR OWN RISK**, and that You will not consider the Website's content to be a suitable substitute for professional advice.

Limitations of Liability

IN NO EVENT, SHALL "The Group of Companies" BE LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OR LOSSES, AND "The Group of Companies" LIABILITY TO YOU UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE GROSS MONTHLY AMOUNT PAID BY "The

Group of Companies" FOR HOSTING SERVICES DURING THE ONE MONTH PERIOD IMMEDIATELY FOLLOWING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential part of the Agreement. Without limiting the foregoing, "The Group of Companies" shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of "The Group of Companies", including but not limited to governmental action, labour conditions, power failures, natural and/or man-made disasters. "The Group of Companies" is not liable for the content of any comments the Commenter might leave on this Website (see Comment policy).

Obligation to Indemnify

You agree to indemnify, defend and hold "The Group of Companies", its agents, and applicable third parties (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees, brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Website and/or Your breach of any term of this Agreement.

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Affordable Syndicate Housing reserves the right to change these Terms at any time. It is Your responsibility to make sure that you agree with the Terms of Use before using this Website. Changes to the Terms will be effective 48 hours after the notice has been posted on the Website. If You do not agree with the Terms, please **DO NOT USE THIS WEBSITE**.

No Guarantee

Affordable Syndicate Housing makes no guarantee regarding the validity of the content of the Website. In addition, Affordable Syndicate Housing does not guarantee that the Website will be accessible at all times or during any down time (i) caused by outages to any public Internet backbones, networks or servers, (ii) caused by any failures of Your equipment, systems or local access services, (iii) for previously scheduled maintenance or (iv) relating to events beyond Affordable Syndicate Housing's control such as strikes, riots, fires, floods, explosions, war, terrorism, governmental action, labour conditions, natural and/or man-made disasters, or interruptions in Internet services to an area where Affordable Syndicate Housing or Your servers are located. Although Affordable Syndicate Housing will try to moderate comments quickly, Affordable Syndicate Housing makes no guarantee to the Commenter that its comments or trackbacks will be displayed promptly, without modifications, or that they will be displayed at all, as all comments will be published to the discretion of Affordable Syndicate Housing.

No Warranty or Condition

Links. Affordable Syndicate Housing makes **NO WARRANTY OF ANY KIND**. If you choose to access the Website, you do so **AT YOUR OWN RISK**. To the extent links and external content are based on or displayed in connection with the Website, Affordable Syndicate Housing **SHALL NOT HAVE ANY LIABILITY IN CONNECTION WITH THE DISPLAY OF SUCH LINKS AND SEARCH RESULTS**, whether this external content is breaking the law in this or other jurisdictions. **YOU AGREE TO USE THE WEBSITE AT YOUR OWN RISK**, and that You will not consider the Website's content to be a suitable substitute for professional advice.

Limitations of Liability

IN NO EVENT, SHALL Affordable Syndicate Housing BE LIABLE UNDER THIS AGREEMENT FOR ANY DAMAGES OR LOSSES, AND Affordable Syndicate Housing's LIABILITY TO YOU UNDER THIS AGREEMENT FOR ANY CLAIM IS LIMITED TO THE GROSS MONTHLY AMOUNT PAID BY Affordable Syndicate Housing FOR HOSTING SERVICES DURING THE ONE MONTH PERIOD IMMEDIATELY FOLLOWING THE DATE OF THE CLAIM. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential part of the Agreement. Without limiting the foregoing, Affordable Syndicate Housing shall not have any liability for any failure or delay resulting from any condition beyond the reasonable control of Affordable Syndicate Housing, including but not limited to governmental action, labour conditions, power failures, natural and/or man-made disasters. Affordable Syndicate Housing is not liable for the content of any comments the Commenter might leave on this Website (see Comment policy).

Obligation to Indemnify

You agree to indemnify, defend and hold Affordable Syndicate Housing, its agents, and applicable third parties (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees, brought against any Indemnified Person(s), arising out of, related to or which may arise from Your use of the Website and/or Your breach of any term of this Agreement.

Applicable Laws

Affordable Syndicate Housing operates the Website from Bulls, New Zealand and makes no representations that materials in the Website are appropriate or available for use in other locations. Access to the Website from any location where the content is illegal is prohibited. Any claim related to the use of the Website or to the Website materials shall be governed by the laws of New Zealand. Any action related to the access, use, content, or existence of this Website shall be filed only in the appropriate court located within New Zealand. The use of this Website constitutes Your express permission and consent to the jurisdiction of the federal and/or state courts of Missouri for purposes of such actions.

Legal Notices and Contact Information

If You are intending to carry out legal action of any kind against the Website or "The Group of Companies" you are required to contact "The Group of Companies" SEVEN BUSINESS DAYS before any legal claim is made. Please remember that "The Group of Companies" means to DO NO HARM to You or anyone else by writing this Website. If You feel that your rights have been infringed, please contact "The Group of Companies" and allow seven business days for the reply to be received. "The Group of Companies" will do whatever possible to address Your concerns.

Trade Terms

CONSUMER GUARANTEES ACT:

- a. If the Consumer either acquires or holds himself or herself out as acquiring the components for the purpose of a business then the provisions of the Consumer Guarantees Act 1993 shall not apply to the supply of the components by Syndicate Housing.
- b. The Consumer has not made known, either expressly or by implication, to "The Group of Companies" any particular purpose for which the components are being acquired other than purposes for which components of the type in question are commonly supplied as part of a domestic building contract using "The Group of Companies" components and in terms of this specification.
- c. There has been no representation to the Consumer that the components are or will be fit for any purpose other than the purposes for which they are commonly supplied as part of a domestic building contract using "The Group of Companies" components under the terms of this specification.
- d. The Consumer is required, when ordering a kit-set, to specify the exposure zone or environment referred to in NZS 3604:2011 for the building to be erected from the components. This is vital information so that correctly specified components can be supplied for that exposure zone or environment. If the Consumer does not specify the exposure zone or environment when ordering the components, "The Group of Companies" will supply the components for an exposure zone other than sea spray zone and an environment which is not within 50 metres of a geothermal hot spot.
- e. The "The Group of Companies" components are supplied for erection into a building to be located in the exposure zone or environment specified when the order is placed. If the components are erected into a building located in a more severe exposure zone or environment, or if the building once erected is transported to an exposure zone or environment more severe than the one for which the components are supplied, then some of the components may not meet the period of durability specified for that component, even with normal use and normal maintenance because they are in a more severe exposure zone or environment.

MAINTENANCE REQUIREMENTS:

In all zones and environments normal maintenance of a building erected from the specified components is as specified. Without limiting the normal maintenance requirements specified elsewhere, important maintenance requirements are:

- a. Adequate ventilation of the building so as to prevent the build-up of internal moisture;
- b. Maintaining the building in a weatherproof condition;
- c. Protection of all exposed surfaces from moisture and damage in accordance with standard building practice;

- d. Application and maintenance of protective coatings required twice a year. [Refer Important Information 9.f.];
- e. Exposed metal surfaces (even if they are covered with a protective coating) should be washed at least every 12 months with fresh, clean, iron and copper-free water and a soft brush. (Iron and copper is normally found in bore water, and filters are available to extract this from the water). This includes roofs, aluminium joinery and sheathing. Areas which are sheltered from rain washing should be washed at least every six months with fresh, clean, iron and copper-free water and a soft brush;
- f. Exposed nail plates and metal fasteners are to be covered with a protective coating of petroleum grease and every 5 years thereafter, greased again with petroleum grease or with an equivalent product so that the exposed metal surfaces are protected;
- g. For sea spray zones or environments within 50 metres of a geothermal hot spot, in addition to the normal maintenance specified, a. to g. above, normal maintenance in these zones or environments would include: Exposed metal surfaces (even if they are covered with a protective coating) should be washed at least every 6 months with fresh, clean, iron and copper-free water and a soft brush. This includes roofs, aluminium joinery and sheathing. Areas which are sheltered from rain washing should be washed more frequently with fresh, clean, iron and copper-free water and a soft brush.

AVAILABILITY OF INFORMATION TO BUILDING OWNER:

The person obtaining the specified components from "The Group of Companies" must ensure that a copy of this specification is passed on to the owner of the building, and the owner must ensure that the Specification is are passed on through the chain of ownership, so that it always remains with the owner of the building, so that the owner of the building from time to time will be aware of the provisions of this specification and of the on-going maintenance requirements associated with the components.

GENERAL:

Timber Treatment (complies with NZS 3602:2003): Where timber is treated, it will be treated as class H3.1 for sawn timber as provided in NZS 3640:2003. Light Organic Solvent Preservatives or Boron preservative – Class H1, H1.2, H3 and H3.1: LOSP treatment is applied by double vacuum pressure application to the timber. Boron treatment is applied by pressure treatment, spraying or dipping Powder coating: Given that there can be batch variations in powder coated colour, the colour shall match the corresponding master standard and be within less than or equal to 1.5 Delta E units of the master standard when measured on an approved colour computer – C.I.E. Lab System.

MISCELLANEOUS:

The Syndicate Housing Building System is protected by patents (pending), copyrights, design registrations and trademarks. These are available upon request. This specification is a general guide and is not to be treated as a substitute for detailed technical advice in relation to environments which are more severe than those specified in NZS 3604:2011. If the components are not handled, stored, erected, used and maintained in accordance with this specification, "The Group of Companies" is not liable for any loss or damage suffered. Syndicate Housing is not liable if any technical advice obtained independently of Syndicate Housing is deficient. ADHESIVES: Melamine Urea Formaldehyde adhesives are used for bonding structural wooden components for use on products that are completely protected from elements, i.e. internal use and protected from the weather. They may also be used for bonding non- structural wooden components that are exposed to the weather.

IMPORTANT INFORMATION:

- a. In general, the quality of material and standard finish for "The Group of Companies" components will be within the limits of the specification. "The Group of Companies" is the manufacturer of "The Group of Companies" building components. "The Group of Companies" sells components you, the client. Any responsibility of "The Group of Companies" in any area, is confined solely to components supplied by "The Group of Companies". There are normally materials in and outside every building, which are others (such as concrete, external services etc., and not by "The Group of Companies"
- b. "The Group of Companies" fabricates components for erection in accordance with the consented plans that accompany an order placed by you, these consent documents will be provided by a licensed designer. Any changes made after placing the order will be the responsibility of you to update the consent documents to ensure that any changes do not compromise the structure of the building. "The Group of Companies" has no responsibility for any changes made.
- c. "The Group of Companies" is not responsible for any component or product erected from components that have been altered by a builder, or any other person so that the component or product is outside the then current "The Group of Companies" specifications, plans, enhancements or additions.
- d. Components produced for Kit set will be designed to suit 50 metres per second (very high) wind speeds. Where topography, elevation or degree of exposure of the building site results in higher wind speeds than contained in NZS 3604:2011, special engineering calculations will be required. Any specifications or

maintenance requirements for a specific set of components which have been obtained from "The Group of Companies" to be erected in an environment which is not specified in NZS 3604: 2011 must be made available to the owner and subsequent owners of the building from time to time in the same manner as provided for in this specification.

e. "The Group of Companies" is not in any way responsible for applying for or gaining Building and / or Resource Consents. The "The Group of Companies" houses have a Multiproof, pre-approved Building Consent for the building, but this does not give you the land owner permission to build the house on their land without consent from a Building Consent Authority. A Building Consent to build the house will include distances to boundaries and service layouts and other information.

Policies

The Bottom Line...

We hate spam as much as you do. If you provide your details to us we will not spam you or sell your email address to anyone else.

The Full Version...

Your privacy is very important to The Syndicate, known as The Group Of Companies. So, this is a bit more detail to help understand how CONSUMER GUARANTEES ACT:

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Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.

We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.

We will only retain personal information as long as necessary for the fulfilment of those purposes.

We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.

Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

We will make readily available to customers information about our policies and practices relating to the management of personal information.

Cookie/Tracking Technology

CCA may use cookies and tracking technology which are useful for gathering information such as browser type and operating system, tracking the number of visitors to the site, and understanding how visitors use the Site. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Third parties such as our advertisers may also use cookies to collect information in the course of serving ads to you. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. Google, in particular, as a third-party vendor, uses cookies to serve ads on this site. Google's use of the DART cookie enables it to serve ads to your users based on their visit to your sites and other sites on the Internet. Users may opt out of the use of the DART cookie by visiting the Google ad and content network privacy policy.

Information collected by third-parties.

We may allow third-party companies that use tracking technologies, such as cookies or pixels, to record IP information about users who visit or interact with our website. Our website does not provide any personal information to these third parties. This information allows them to deliver targeted advertisements and gauge their effectiveness. Some of these third-party advertising companies may be advertising networks that are

members of the Network Advertising Initiative which offers a single location to opt out of ad targeting from member companies.

Distribution of Information

We do not share your personally identifiable information to any third party for marketing purposes. However, we may share information with governmental agencies or other companies assisting us in fraud prevention or investigation.

We may do so when:

- (1) permitted or required by law; or,
- (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or,
- (3) investigating fraud which has already taken place.

Commitment To Data Security

Your personally identifiable information is kept secure. Only authorized staff of this site (who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from this site allow you to opt out of further mailings.

RSS And Email Subscriptions

This website records information about how people access our RSS feeds, but does not collect any personally identifying information from or about our RSS subscribers. This website's feed services collect the e-mail addresses of individuals that subscribe to our RSS feed via e-mail. Individual information about subscribers to this website's feed is held in strict confidence; we will not release or disclose any specific subscriber information under any circumstances, unless required by law. Aggregated information stripped of any personally identifiable information may be disclosed.

Comments

Comments submitted to this website are the responsibility of the commenter. We reserve the right to remove or edit comments at our discretion. Site URLs (if provided) are published along with comments. E-mail addresses are required with the submission of comments but are not disclosed, unless the commenter deliberately does so him/herself by entering the e-mail address in the main comment box in addition to the box clearly labelled for the e-mail address. CCA reserves the right to delete any comments that it deems not beneficial to the readership. This includes but is not limited to comments containing profanity, self-promotion, harassment, threats, or spam of any sort.

External Links

The web site contains links to other websites not owned by the owner of this website. We will not, and cannot, control how your personal information is used on these other websites. Consult the privacy policies of the linked websites to see how they use your information

Privacy Contact Information

If You Have Any Questions, Concerns, Or Comments About Our Privacy Policy Or Terms And Conditions You May Contact Us. We reserve the right to make changes to this policy. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used.

Earnings Disclaimer

There is no promise or representation that you will make a certain amount of money, or any money, or not lose money, as a result of using our products and services.

Any earnings, revenue, or income statements are strictly estimates. There is no guarantee that you will make these levels for yourself. As with any business, your results will vary and will be based on your personal

abilities, experience, knowledge, capabilities, level of desire, and an infinite number of variables beyond our control, including variables we or you have not anticipated. There are no guarantees concerning the level of success you may experience. Each person's results will vary.

There are unknown risks in any business, particularly with the Internet where advances and changes can happen quickly.

The use of our information, products and services should be based on your own due diligence and you agree that we are not liable for your success or failure.

In-depth Policies & Procedures - Terms & Conditions - Laws - Other

- **Global Advertising Internet Network Limited "Terms & Conditions"**
- **BIBLE** – Basic Instructions Before Leaving Earth.
- **KING of kings BIBLE** – Instructions of our living **KING of kings, LORD of lords.**
- <http://jahtruth.net/kofk-free/Bible/contents.htm#old>
- **The Law: ALL 613 Commandments**
- **"The Royal Laws of Liberty"**
- **The SEAL of GOD = SABBATH WORSHIP - MAN**
- **The Way Home or face the fire**
- **The WORD of the Father.**
- **The 1,000 Year Reign** of our **KING of kings, LORD of lords.**

[Strategies](#)

[FAQs](#)