

PROPTECH SMART TERMS AND CONDITIONS

Version TC202403

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1. GENERAL

These Terms and Conditions have been established to protect the Member's business and the Company's best interests. The Terms and Conditions explain the relationship between each PropTech Smart Member and the Company.

2. DEFINITIONS

In these Terms Policies and Conditions:

- a) **"Business"** means the business opportunity to introduce customers to purchase and to promote a Starter Pack or other Products available to PropTech Smart Members and introduce others to do the same;
- b) **"Code"** means the PropTech Smart Code of Conduct, Ethics and Values found at PTEK.ai;
- c) **"Company"** means PropTech Smart and its subsidiary and affiliated companies;
- d) **"Referral System"** means the document entitled the PropTech Smart Referral System that sets out the financial rewards for Members;
- e) **"Customer"** means any consumer or end user of NFT Staking Products;
- f) **"Member"** means the person, company or partnership named on the online Application Form forming part of the Member Agreement;
- g) **"Member Agreement"** or "the Agreement" means the completed online Application Form, these Terms and Conditions, the Code, the Privacy Policy, the website Terms of Use, and the Referral System which is available on the PropTech Smart website, each of which documents are incorporated by reference into the Agreement in their present form and together constitute the entire agreement between the Company and the Member and supersede any previous agreements, representations or undertakings;
- h) **"Member Manual"** means any manual or similar document issued to the Member from time to time, which shall contain information, procedures, and guidelines in relation to the Member's business and details of the Products, and specifically includes all Member downloads posted to the Company website;
- i) **"Genealogy Reports"** means the information held by the Company relating to its Members and supplied to Members, which at the Company's option may include but is not limited to its relationships with each PropTech Smart Member, the sponsorship of each Member, the Member's upline and downlines and historical purchasing information for each PropTech Smart Member and his/her Customers;
- j) **"PropTech Smart"** means the trading name of the Company;
- k) **"Network"** means the sales organisation of Members for the Products;
- l) **"Privacy Policy"** means the PropTech Smart Privacy Policy found at PTEK.ai; and,
- m) **"Products"** means all products and services supplied by the Company or by third parties and promoted by the Company, details of which are contained on the PropTech Smart website and which may be varied from time to time by the Company in its absolute discretion; PropTech Smart provides Blockchain, Web3 and AI related products and services through Independent Members.

3. CODE OF ETHICS

The Member agrees to conduct his/her business according to the Code. The Code ensures high standards of integrity and professionalism throughout the Network of PropTech Smart Members and protects the business image of the individual PropTech Smart Member as well as the overall image of the Company.

4. BECOMING A PROPTech SMART MEMBER

4.3 To become a PropTech Smart Member, each applicant must:

- a) Be at least 18 years of age;
- b) Be legally entitled to work in the country in which they enroll as a Member and which PropTech Smart conducts business and accepts new Members;
- c) Purchase any PropTech Smart NFT Staking package;
- d) Submit a completed online Member Agreement to PropTech Smart;
- e) Accept PropTech Smart Terms and Conditions.

The company reserves the right to reject any Member Agreement.

4.3 Business entities, including, but not limited to, limited liability companies, partnerships, sole proprietorships, and /or sole traders, may become a Member of PropTech Smart, and a PropTech Smart business may be operated under a trade name. If a new PropTech Smart business will be owned or operated in the above manner, a Business Entity Registration Packet (Business Entity Form and articles of organisation/incorporation) must be submitted within thirty (30) days of the date of the application. PropTech Smart reserves the right to reject the use of a trade name in its sole and absolute discretion.

4.3 Renewal of Your PropTech Smart Member Account

The term of the Member Agreement is one (1) year from the date of its acceptance and is renewed by when a new NFT Staking package is purchased within one week of the renewal date.

5. MEMBER RIGHTS

Once a Member Agreement has been accepted by PropTech Smart the benefits of the Referral System and the Member Agreement are available to the new Member. These benefits include the right to:

- a) Market and promote the sale of PropTech Smart products and services;
- b) Participate in the PropTech Smart Referral System (and receive bonuses, awards, and income, if eligible);

- c) Refer other individuals or entities as Members into the PropTech Smart business and thereby, build a Marketing Organisation and progress through the PropTech Referral System;
- d) Receive periodic PropTech Smart literature and other PropTech Smart communications;
- e) Participate in PropTech Smart sponsored support, service, training, motivational and recognition events, upon payment of appropriate charges, if applicable; and
- f) Participate in promotional and incentive contests and programmes sponsored by PropTech Smart for its Members.

Sales are generated by Members arranging sales between the Company and its Members. There is no reason or requirement for a Member to hold inventory. While the Company recognizes that Members may wish to purchase products in reasonable amounts for their own personal use, Members are strictly prohibited from purchasing any product in commercially unreasonable amounts, or encouraging others to do so and, without prejudice to the Company's other rights, no such purchases shall be regarded as products purchased under the Referral System. Members must not represent that there is any obligation to purchase products, literature, or other sales aids, nor shall they represent that bonuses, awards, income, or other earnings may be obtained solely from the purchase of products rather than the sale of products.

6. INDEPENDENT BUSINESS RELATIONSHIP

Members are independent contractors responsible for their own business and are not employees, partners, agents, franchisees, or joint venturers of or with the Company. Members shall have no legal right or authority to bind the Company to any obligation or to make representations or warranties on behalf of the Company. The Member shall be responsible for filing all necessary tax returns and paying all applicable taxes. In promoting and selling the Company's products to third parties Members act as a principal, selling products solely on their own accounts. Members will not enter into any contract as agent for the Company without the Company's express prior written consent.

Any verbal or written statements made by the Member, as an independent contractor, with regard to the Products and the Business must be based strictly on the written information issued by the Company, for example, on the current Company website and sales promotion literature. The Member is liable for all statements he/she may make which deviate from the aforementioned and shall indemnify the Company from any loss, damages, claims, costs (including legal fees or court costs) or fines arising from unauthorised representations made by the Member, or otherwise not complying with these Terms and Conditions.

The Member has the right to and is encouraged to determine his/her own hours of work, sales methods and sales operation provided they comply with applicable laws and regulations. The Member is responsible for payment of all expenses incurred in the running of his/her PropTech Smart Member business.

The Member may delegate the performance of his/her services under this Agreement to such third party or parties as may, at the request of the Member, be approved by the Company in writing as properly trained and competent for that purpose, provided that (i) such third party undertakes to the Company to adhere to the terms of the Agreement and (ii) no such delegation shall relieve the Member from any obligations or liabilities under the Agreement, the Member shall be fully responsible for the acts and omissions of its delegates to the same extent as the Member is responsible for its own acts and omissions pursuant to this Agreement, (iii) such third party shall at all times possess any required licenses for the jurisdiction in which they carry on business; and (iv) the Member shall at all times indemnify and hold the Company indemnified in relation to the acts and omissions of its delegates accordingly.

7. TAXES

As an independent contractor the Member shall be responsible for the filing of all necessary tax returns and registering for and paying all applicable taxes due in relation to the Member's business. This shall include (but not be limited to) the obligation to make, execute or file, all reports and obtain licences (including, if applicable, tax registration) as are required by law and/or the acquisition, receipt, holding, selling, distribution or promotion of the Products. The Member shall on application to become a Member, or if he/she registers for tax during the term of this Agreement provide to the Company immediately a copy of his/her tax registration certificate. The Member is personally liable for any taxes or duties, pension and insurance contributions, and the proper collection and payment of any remittance taxes due on bonuses and commissions paid as required by law in the country in which they are enrolled as a Member. The Member will keep all such proper records as are necessary to ensure the proper assessment and payment of any such taxes or duties.

8. MEMBER SALES REPRESENTATIONS

The Member agrees to give a true and fair description of the Products and the Business in all discussions with fellow Members and potential PropTech Smart Members. This obligation to give a true and complete representation shall include the following points:

a) Terms and Conditions and Referral System

The Member shall neither mis-state nor omit any essential details regarding the Referral System or abuse or improperly manipulate the Referral System. In discussions with potential PropTech Smart Members, the Member will ensure that the following points are made clear:

- The Business is based on the promotion of Products to Members.
- Members will not be successful merely by sponsoring other Members without endeavouring to promote Product sales themselves.

- Exclusive or undue emphasis on sponsoring is not permitted.

b) Income Representations

The Member shall not make any unrepresentative or exaggerated representations as to potential income to be realised by prospective PropTech Smart Members when presenting the PropTech Smart business opportunity or the Referral System.

c) Product Claims

The Member shall not make claims for the Products other than those found in information contained in current Company literature, Company websites or on packaging labels.

d) Non-Disparagement

In setting a proper example for their teams, Members must not disparage other PropTech Smart Members, the Products, the Referral System, Company employees or officers.

9. RETAILING

It is the responsibility of the Member to ensure that he/she complies with his/her obligations under applicable consumer protection legislation in respect of the marketing of Products to consumers.

10. STOCK

Members must only purchase reasonable quantities of Product for their own personal use or for demonstration purposes. Members are not required to hold their own stock of Products.

The Products can only be ordered in accordance with the procedure set out on the Company website and other Company literature as amended from time to time.

11. PAYMENT OF COMMISSIONS

The Company agrees to pay the Member in accordance with the Referral System as amended by the Company from time to time. All payments shall be made by transfer to the Member's PTEK Wallet.

The Company will pay all sums earned by the Member within 7 business days of the end of the commission run. The payment of all monies which may become due to the Member is conditional on full compliance of the Member Agreement.

Weekly Commission statements detailing the Member's completed transactions included in the commission run will be available online to the Member.

12. QUALIFYING FOR COMMISSIONS

In order to receive Commissions, the Member must comply with the following obligations:

- fulfil his/her obligations regarding sponsoring of other Members and;
- fulfil the qualification requirements as set out in the Referral System.

13. REFERRING

Every Member must have his/her own referrer. It is a matter of good practice that the prospective PropTech Smart Member will name as his/her referrer the first Member who introduced him/her to the Business. However, each new Member has the right to choose his/her own referrer. The Member shall neither unduly influence the prospective PropTech Smart Member nor offer as enticement exaggerated prospects with regard to possible income or business development in order to gain a new Member.

The Company recognises as referrer the name shown on the first Member online Application submitted and recorded in Company's computer system.

If the Member refers other PropTech Smart Members, the Member must use his/her best efforts to provide, on an on-going basis, bona fide support and training of referred Members and his/her downline, which shall mean such activities as ongoing contact, communication, encouragement and support of his/her organisation including, but not limited to, providing information and training to referred Members in connection with the legislative and regulatory requirements to be complied with in the country in which they are enrolled as a Member.

Where the Member provides training for his/her teams relating to the Products, or the Business, he/she shall ensure that all materials used in such training comply with these Terms and Conditions and that any charge made by him/her for training materials is reasonable in the circumstances. The Member understands that providing paid for training does not replace the obligation on the referrer to provide ongoing support and assistance to his/her teams. The Member may not provide training or training materials as a profit centre or otherwise on a commercial basis.

14. INTERNATIONAL REFERRAL

Any Member in good standing with the Company can refer Members in countries other than the country in which the Member is registered, provided that the Company is operating its business opportunity in that country. The newly sponsored Member will be registered in the country in which they are enrolled as a Member and local law Member Agreements valid for that country will apply. The Member will be responsible for making returns and payment of all applicable taxes in countries other than his/her country of registration where appropriate. A Member referring internationally must

familiarise him/herself with the laws, regulations and the Company's Terms and Conditions for the country in which he/she is referring.

The Company reserves the right to permit international referral in future foreign markets from time to time subject to any conditions that the Company shall deem appropriate to impose.

15. SALE OF PRODUCTS

The Member shall refer all enquiries, comments and complaints relating to the Products to the Company.

The Member shall not make any promise or representation to existing Members or potential Members nor give any guarantee or warranties in relation to any Products other than as detailed in Company literature or expressly authorised by the Company or by this Agreement, nor shall the Member admit liability or attempt to settle any Member claims with respect to the Products on behalf of the Company.

The Member shall refrain from actively marketing, advertising, or establishing any distribution facilities for the Products outside countries the Company is operating in.

The Member shall place his/her own orders in accordance with the procedure set out on the Company website and shall be responsible for the accuracy and completeness of all the orders he/she places with the Company.

The Company reserves the right to sell Products to other Members and nothing in this Agreement shall entitle the Member to any priority of supply in relation to the Products as against the Company's other Members.

The Company reserves the right to decline any order in its entire discretion.

16. GENERAL SALES AND DELIVERY CONDITIONS

a) General

The Company shall be under no obligation to the Member or any other person to release any Products to the Member or any other person unless and until the Company has received payment in full for the same. Where Products are supplied direct to the Member by third party vendors they may be sold or supplied subject to the terms and conditions of such third-party vendors and in such circumstances the Company shall not be responsible for any delay or failure on the part of the third-party vendor. In the event of any inconsistency between these Terms and Conditions and the terms of the third-party vendor, then the terms of the third-party vendor shall prevail in relation to the Product supply.

b) Product Range, Prices, and Alterations

All Product ranges remain subject to alteration. From receipt of order to date of dispatch, the Company reserves the right to alter the specification, design, and colour of Products provided that such alteration is not extreme and is reasonably acceptable to the purchaser. All prices are in \$US and are exclusively paid in PTEK Coin as per the current exchange rate.

c) Delivery

All products will be delivered online or at the events organised by the Company.

d) Payment

The Member shall pay for the Products when placing his/her order, in accordance with the payment terms set out on the Company's website. Following receipt of payment, the Company shall deliver the Products to the Member online.

e) Liability

The Company's liability arising in connection with the supply of Products to the Member shall be limited to the Member's statutory rights in relation to the Products and the Member's contractual rights under this Agreement.

Other than as expressly provided in this Clause 16 the Company shall not be liable in respect of any loss or damage of any kind which may arise in connection with the supply of Products by the Company or any third party in association with the Company howsoever such loss or damage may be caused and whether such liability arises in contract or in tort or by reason of any representation. No terms express or implied, shall be included in the contract as to the fitness for any purpose or quality of any Products supplied.

17. TRADEMARKS

The Company has certain trademark(s), trade names, slogans, symbols, and colour schemes, which are proprietary. Except for marketing materials, sample products, and advertising provided or sold to the Member by the Company, the Member shall not use or display such trademark(s), trade names, slogans, symbols, and colour schemes without the Company's prior written permission or otherwise in accordance with these Terms and Conditions.

The Member shall have no rights in respect of the trademark(s) or other trade names used by the Company, and he/she shall not acquire any rights in respect of the same. The Member shall promptly and fully notify the Company of any actual or threatened infringement of the trademark(s) or any other intellectual property of the Company in the Products or any claim that the same infringes any third party's rights. At the request and expense of the Company the Member shall assist the Company in taking or resisting any proceedings in relation to such infringement or claim.

18. ADVERTISING

a) General

Members may advertise the Products or the Business subject to the terms of these Terms and Conditions. All advertisements must state clearly that the Member is a PropTech Smart Member and include the address or other contact details of the Member.

Members are prohibited from using Company trademark(s), trade names, slogans, symbols, and colour schemes in advertising in a manner that would suggest or imply that they are employed by the Company.

b) Literature and Sales Aids

The copyright in all Company promotional materials, whether printed matter or audio-visual or electronic items, shall remain the property of the Company at all times and may not be reproduced in whole or in part by the Member and nor shall the Member permit any other persons to do so, without express written consent from the Company.

Members may not record or reproduce materials or content from any Company corporate function event or speech without the express written permission of the Company.

Members may not record or reproduce or copy any presentation or speech by any Company spokesperson, Member, speaker, officer, director, or other PropTech Smart Members without the prior written approval of the Company and the speaker.

Members must not use the names of any individuals or companies connected with the Company or any Company supplier or vendor's names in any advertising and/or promotional materials of any kind without the express written permission of the Company. Further, the Member may not contact directly or indirectly or speak to or communicate with any Member of any vendor, supplier or manufacturer of the Company except at a Company sponsored event at which the Member is present at the request of the Company.

c) Telephone Answering Messages

All Members are independent contractors. When answering the telephone or leaving a message on the answering machine, this must be done in such a manner as to avoid any possible mistaken assumption on the part of the caller that he/she is speaking directly to the Company or that the Member is employed by the Company.

d) Telephone Directory Listing

Members may be listed in the official telephone directory or in any business/commercial telephone directory as follows:

PropTech Smart Member,
Smith, Jane
Address/Telephone Number.

or

Smith, Jane
PropTech Smart Member,
Address/Telephone Number.

e) Media

All publicity material originated by Members or replies to enquiries from newspapers, magazines or any other print media must be submitted to the Company for approval prior to publication. Please allow 10 business days for approval.

f) Stationery and Business Cards

Any printed Member materials including business cards must include the statement that the Member is an independent PropTech Smart Member.

19. CROSSLINE SPONSORING, NON-SOLICITATION AND NON-COMPETE

19.1 In consideration of the granting of the Member's position, for the duration of the Agreement and after the expiry or termination of the Agreement for a period of 6 months the Member agrees not to take or encourage any action, the purpose or effect of which would be to circumvent, breach, interfere with or diminish the value or benefit of the Company's contractual relationships with any Members and in particular not to cross-line sponsor, or (whether directly or indirectly) contact, solicit, persuade, refer or accept any PropTech Smart Member other than those personally referred by the Member into, or in any way promote, opportunities in marketing programmes or businesses of any direct sales company that offers competing Products to the Company.

19.2 The Member agrees, while this Agreement is in effect and for a period of 6 months thereafter, not to directly or indirectly, for herself/himself or for or on behalf of any other party or entity, solicit or recruit or cause any other person or entity to solicit or recruit any employee of the Company or any independent PropTech Smart Member either under contract with the Company (or who has been under contract with the Company in the six months prior to the termination of this Agreement) to or into any business which is or will be in competition with the Company. For greater certainty, any business offering for sale to the public in any manner whatsoever e-learning, including entrepreneurship training, shall be deemed to be in competition with the Company.

19.3 The Member shall not, during the term of this Agreement and for a period of 6 months thereafter, directly, or indirectly solicit or recruit prospective Members and/or customers on behalf of any other

company or person at a PropTech Smart event, meeting, or conference (whether organised by the Company or by another PropTech Smart Member).

19.4 The Member agrees, during the term of this Agreement, not to: (a) represent, display, sell or promote, directly or indirectly, any other line(s) of Blockchain, Web3 and AI related products not sold by or purchased from the Company; (b) represent, sell, promote or display, directly or indirectly, any Blockchain, Web3 and AI related product, as a Company product if they are not Company products; (c) become a Member, consultant, agent, distributor, advisor, owner or employee of any other direct sales company or entity promoting or selling competing products to those sold by PropTech Smart, without the express prior written consent of the Company.

19.5 The Member shall not, during the term of this Agreement, directly or indirectly, whether through spouses, common law partners or other affiliated third parties or entities, solicit, show, promote, market or sell any Blockchain, Web3 and AI related product or service not sold by the Company to other PropTech Smart Members, or solicit or recruit prospective additional Members on behalf of any other business or entity at a PropTech Smart event, meeting or conference; nor shall PropTech Smart products be shown or sold at non-PropTech Smart events, meetings or conferences.

19.6 The Member shall not use any PropTech Smart intellectual property, Member back-office applications, PropTech Smart products, printed or web-based photographs, marketing materials or forms, or its registered name, prestige or drawing power in conjunction with or in support of non-PropTech Smart activities or to solicit, show, promote, market, or sell any non- PropTech Smart products and/or services without prior written authorisation.

19.7 The Member shall not manage or own or be otherwise interested in or concerned with any other direct sales company(s) which sells Blockchain, Web3 and AI related products which competes with the products of PropTech Smart during the term of this Agreement, for whatever reason.

19.8 The Member acknowledges and agrees that each of the covenants contained in this Clause 19 are separate and independent and each is an indispensable part of the transactions contemplated by this Agreement and are enforceable and, having obtained professional advice or been given adequate opportunity to do so, that the restrictions contained in such covenants are fair and reasonable in the context of this Agreement. The parties acknowledge, however, that such restrictions may be rendered invalid or unenforceable by changing circumstances, public policy, or other unforeseen reasons and accordingly if any one or more of the restrictions contained in this Clause shall either individually or together be adjudged for whatever reason to go beyond that which is reasonable in all the circumstances for the protection of the legitimate interests of the Company but would be adjudged reasonable and/or enforceable if any particular restriction or restrictions were deleted or limited in any manner (including without prejudice to the generality of the foregoing any reduction in duration or geographical area) the said restrictions shall apply with such deletions or limitations. The Company confirms that it will comply with any Trading Scheme Regulations in the country in which you are enrolled as a Member.

20. CONTRACT TERMINATION

20.1 The Member may terminate this Agreement without penalty within 14 days of entering into this Agreement by giving written notice of cancellation to the Company at its address shown on its website. The Member will receive refund in PTEK after the three (3) years from the time of making the payment at which point the Smart Contract system automatically pays the Member the original number of PTEK Coins paid to buy the Product package. The PTEK Coins are automatically paid by the Smart Contract system to the PTEK wallet used by the Member at the time of purchasing the Product package.

20.2 The Company may terminate this Agreement at any time by giving 14 days written notice to the Member. If the Company terminates this Agreement, then the Member will receive refund in PTEK after the three (3) years from the purchase date of the Product package, at which point the Smart Contract system automatically pays the Member the original number of PTEK Coins paid to buy the Product package. The PTEK Coins are automatically paid by the Smart Contract system to the PTEK wallet used by the Member at the time of purchasing the Product package.

20.3 If this Agreement is terminated for any reason the Member will have the right to be released from all future contractual liabilities towards the Company pursuant to this Agreement, except; any provisions of this Agreement which relate to competition with the business of the Company after termination of this Agreement and which shall remain in force after the date of termination.

20.4 Any notice given under this termination clause, which is given by first class post to the address of the parties set out overleaf, to such other address as shall have been notified from time to time in writing by one party to the other, or by email using the Member registered email address shall result in the period of notice commencing to run from the day when such notice is posted.

21. DATA PROTECTION

The Member agrees to abide at all times with the Privacy Policy. The Privacy Policy describes the Company and each Member's duty of care, in relation to the collection and use of data, in relation to the Member with regard to the data (whether personal or otherwise) that is held by him/her/it.

- Obtaining and processing personal data or the information constituting personal data fairly;
- Ensuring personal data is accurate and, where necessary, kept up-to-date;
- Keeping personal data for only one or more specified lawful purpose;
- Not using or disclosing personal data in any manner incompatible with such lawful purpose;
- Ensuring that personal data is adequate, relevant, and not excessive in relation to such purposes;
- Not keeping personal data for longer than is necessary for such purposes;
- Taking appropriate security measures against unauthorised access or alteration, disclosure, or destruction of personal data and against their accidental loss or destruction.

The Member acknowledges that he/she has been informed by the Company that the information which he/she gives to the Company (including information relating to the Member, his/her address and other details) will be retained by the Company on a computer database and will be used by the Company for the purposes of calculating the bonuses, awards and income payable and for the performance of the Company business. The Member also acknowledges that the Company may disclose this information, provided it is in connection with such purposes to other Members of the Company, which may be situated inside or outside the country in which you are enrolled as a Member and to other persons and, in particular, may disclose it to other Members as part of Company's Genealogy Reports. The Member consents to the Company retaining, processing, and disclosing the information referred to as set out above.

The Member agrees that the Company may (i) retain and process all personal information, including sensitive personal data, given by the Member to the Company for purposes including marketing, business creation and development, management reporting and the bonuses, awards and income payable (the Company may record this information both manually and/or on a computer database and will be the data controller for this information), and (ii) disclose and transfer this personal information to other Members of the Company's group including any which are situated outside the country in which you are enrolled as a Member and to other persons for the purposes of the Company's business.

In the future if the Company sells its business or assets, the Member agrees that the Company may disclose, sell, assign, or license any information (including personally identifiable information) to third parties as a result of or in preparation for the sale, merger, consolidation, change in control, transfer of substantial assets, reorganisation, or liquidation of the Company. The Member can request details of these third parties by contacting the Company at its usual business address and can obtain from the Company a copy of the information which it holds about the Member. The Company confirms that it will comply with any Data Protection Directives in the country in which you are enrolled as a Member.

The Member agrees as a self-employed independent contractor that where, in the course of trade, the Member collects and/or processes Members' personal data, the Member will ensure that such information is processed, stored, and disposed of fully in accordance with the Privacy Policy and in a secure manner and in otherwise accordance with the applicable data protection laws and industry standards.

22. CHANGES IN MEMBER STATUS

a) Change of Name

The trading name of the Member may be changed by forwarding written notification to the Company.

b) Line of Sponsorship

The integrity of the lines of sponsorship is fundamental to the organisation's functionality and success. Once a Member is referred the Company believes in protecting his/her relationship to the fullest extent possible. However, the following exceptions may be made at the sole discretion of the Company:

- I. By terminating the Member Agreement and remaining inactive for a period of 6 months before re-applying under a different sponsor;
- II. In the case of proven unethical sponsoring by the original sponsor; or
- III. In exceptional circumstances at the discretion of the Company.

In the case of (ii) above only the Member position will be transferred with any and all teams intact.

c) Separation of Joint Members and Partnerships

If Members operating their business jointly or as a partnership wish to dissolve their jointly held position or partnership or being legal spouses, wish to divorce, then the Company must be notified as to which of the former joint Members or partners will assume ownership of the PropTech Smart Member business as determined by agreement between the parties or by an order of a court of competent jurisdiction. A change in the ownership of the Member position will not take place until the Company receives a copy of documentation evidencing agreement between the parties as to the dissolution of their relationship or a court order. Should the party who does not assume ownership of the Member position desire to remain a Member, he/she may do so by submitting a new online Application Form. He/she shall then be accepted as a new Member at the discretion of the Company. If there is any question over the disposition of the Member business or the income from the Member position, the Company may suspend the Member position and hold all bonuses, awards, and income until the dispute over the disposition is resolved by agreement between the parties or by an order from a court of competent jurisdiction. Under no circumstances will the Company divide a downline organisation or split or apportion bonus or commission cheques or payments between joint Members or partners.

d) Death of a Member

Upon the death of a Member, the rights and responsibilities of the Member are passed on to the rightful heir(s) who shall be eligible to receive all sums due or to elect to accept the Member position on the terms and conditions of the Member Agreement as if they were a party thereto or final payment of sums due (if any) under the Member Agreement. The Company reserves the right to suspend the Member position until receipt of documentation evidencing the entitlement of the heir to the deceased's Member position.

e) Incapacity of a Member

his/her attorney who may handle the Member's affairs even though he/she may him/herself hold a Member position. The Company reserves the right to suspend the Member position until receipt of documentation evidencing the authority of the attorney.

23. BREACH OF THE MEMBER AGREEMENT

In order to protect the integrity of the Network and the business environment in which the Company operates, the Member, on discovering or suspecting a breach of these Terms and Conditions, should consider whether it is appropriate to first discuss the problem with the Member alleged to be in breach. If this does not resolve the problem, it should be reported to his/her upline to resolve the issue at a local level. If the matter cannot be resolved, it should be reported in writing to the Company's Compliance Department, including details of the date, location and nature of the breach and the identity of the Member alleged to be in breach. The Member alleged to have violated the Terms and Conditions will, in the Company's absolute discretion, may be suspended in accordance with Clause 25 and/or required by the Company in writing, to respond to the allegations within a period of 10 days. The Company's Compliance Department will investigate, will review any submissions made, and will determine what action is appropriate to be taken. Where a breach is proven or not refuted by the Member in question, this may result in a written warning, suspension, or termination of the Member Agreement in the Company's absolute discretion (see Clauses 24 and 25). Breaches include but are not limited to:

- Manipulation of incentives, programmes, or any element of the Referral System;
- Use of disparaging, disrespectful and/or abusive language or tone against the Company, staff, Members;
- Any and all actions and words that may cause harm to the Company, staff and/or Members; or,
- Any breach of the Terms and Conditions, the Code or Privacy Policy.

The Company shall notify the Member in writing of any determination. The Member will then be allowed 21 days from the date of the notice of determination in which to appeal the determination in writing to the Company.

24. TERMINATION

The Member Agreement may be terminated.

- By the Member within 14 days of entering into this Agreement by giving written notice of cancellation to the Company at its address shown on its website; or via their registered email and
- by the Company forthwith upon any one or more of the following grounds:

- I. the Member directly or indirectly engages in any conduct damaging or prejudicial to the business or reputation or goodwill of the Company, its business model or the Products;
- II. a breach by the Member of the Member Agreement which breach is regarded by the Compliance Department as a material breach and which is proven or not refuted in accordance with the procedures set out in Clause 23 of these Terms and Conditions.
- III. the Member becomes bankrupt, if any financial order or judgment is made or entered against him/her, or if he/she makes any composition or settlement with his/her creditors;
- IV. the Member supplies false information at the time of the application; or
- V. the Member is convicted of any criminal offence.

A Member who has terminated his/her Member Agreement or whose Member Agreement has been terminated by the Company must wait 6 months from the date of termination before reapplying to become a Member. The right of a terminated Member to receive commissions or bonuses from the Company ceases immediately from the earlier of the date suspension or of termination. Furthermore, a terminated Member must stop sponsoring PropTech Smart Members, using Company promotional materials, trademark(s), trade names, logos, and colour schemes, representing him/herself as a Member or act in any way which may be adverse to the business of the Company or its Members. On termination of the Member Agreement the existing teams of the Member moves up. Notwithstanding the foregoing the Company reserves the right, following the Member's termination for whatever reason to hold open his/her Member position. Upon termination of the Member Agreement, all Genealogy Reports in the possession of the Member shall be returned to the Company.

Except where the obligation on the Member is specified to apply after termination of the Agreement in respect of non-competition in accordance with the Agreement, the Member shall be released from all future contractual liabilities toward the Company on termination of the Agreement at any time.

Notwithstanding the retention of all or part of any commissions or bonuses by the Company upon the suspension or termination of a Member, the Member shall remain liable to indemnify, defend, and hold harmless the Company and its successors, assigns, affiliates, Members, officers, directors, agents and employees from any and all claims, causes of action, injuries, losses, damages, judgments, costs, or expenses, including legal and accounting fees, arising in any manner from any breach by the Member of the Member Agreement.

25. SUSPENSION

The Company shall be entitled to place a Member on suspension for a maximum period of 90 days. The right of a suspended Member to receive bonuses, awards and income from the Company ceases immediately from the date of suspension through to the end of the suspension period. A suspended Member must cease selling the Products, sponsoring Members, using Company promotional materials, trademark(s), trade names, logos, and colour schemes, representing him/herself as a Member or acting in any way which may be adverse to the business of the Company or its Members. At the expiry of the suspension period the Member may be reinstated to good standing with the Company and bonuses, awards and income paid for the suspended period as appropriate, or where

the suspension is for breach of these Terms and Conditions or may be terminated in accordance with these Terms and Conditions. Notwithstanding the retention of all or part of any commissions or bonuses by the Company, the Member shall remain liable to indemnify, defend, and hold harmless the Company and its successors, assigns, affiliates, Members, officers, directors, agents and employees from any and all claims, causes of action, injuries, losses, damages, judgments, costs, or expenses, including legal and accounting fees, arising in any manner from any breach by the Member of the Member Agreement.

26. CUSTOMER ENQUIRY PROCEDURE

In the case of enquiries made directly to the Company without reference to a Member, the Company will endeavour to ascertain whether the contact with the Company was initiated by a Member. If so, the person making such enquiry will be requested to contact the Member in question. Enquiries resulting from the media or other advertising of the Company or Company Products without any personal contact with a Member will be passed on in a rotational system to active Members who operate in the vicinity of the enquirer.

27. CONFIDENTIALITY

All details of the Company, the Products and endorsements, testimonials and reports relating to them, and information relating to other Members and customers of the Company are the property of the Company and may only be used in the proper promotion of the Business as provided for under these Terms and Conditions. They may not otherwise be used by the Member in any other context, whether before or at any time after termination of the Member Agreement Conditions and all copies of the same shall be returned to the Company forthwith on termination of the Member Agreement.

The Company's Genealogy Reports contain confidential information which is highly sensitive and valuable to the Company's business, and which shall at all times remain the property of the Company. In the event that the Company shall agree to disclose details of any of its Genealogy Reports to the Member:

- the Member shall (to the extent such details are not publicly available other than by breach of these Terms and Conditions) at all times and without limit in time, treat such details as confidential information in the nature of a trade secret and shall not use, disclose or permit the use or disclosure of such details to any other person (and shall take all reasonable steps to protect and maintain the security of the information) and shall use the details solely for the benefit of the Member's Business and of the Company and for the stated purpose for which they were provided; and
- the Member shall return copies of any such information to the Company forthwith upon the termination of the Agreement for whatever reason.

28. NO BREACH OF EXISTING OBLIGATIONS

The Member represents that, by entering into the Member Agreement and by providing the services contemplated thereunder, the Member will not be in breach of any existing contractual or other legal obligations to any current or prior employer, principal, supplier, company, or business. If the Member is subject to any other obligations of any nature to any other company or person which would restrict the Member from performing services under this Agreement, or which the Member thinks may possibly restrict her/him from performing services under this Agreement, the Member hereby undertakes to provide a copy of any such contract, policy or agreement to the Company prior to entering into this Agreement and prior to performing any services under this Agreement so that the Company may review the same and take steps to ensure that the Member does not breach any such obligations in the course of performing this Agreement. Should such obligations, in the opinion of the Company, prevent the Member from performing her/his obligations under this Agreement, the Company shall have the right to terminate this Agreement forthwith without notice. The Member shall indemnify and hold harmless the Company from and against any actions, claims, losses, damages, liabilities, obligations, costs, charges, and expenses which the Company may suffer or incur or be found liable for as a direct or indirect result of any breach or alleged breach of any such obligation by the Member. The Member agrees to provide proper advance notice to terminate any existing contractual obligations she/he might have prior to entering into this Agreement or performing any services under this Agreement which may conflict with her/his obligations hereunder. The Member agrees not to use or disclose any confidential or proprietary information belonging to or about any previous employer, supplier, customer, contractor, principal, or other person in the course of providing services under this Agreement and for this purpose confidential information includes any information which is not generally available to the public.

29. SET OFF

In addition to any other rights and remedies available to the Company, if any amount payable by the Member to the Company becomes overdue, the Company may deduct such amount from any monies due from the Company to the Member.

30. ENTIRE AGREEMENT

The online Application Form, these Terms and Conditions, the Referral System, the Code, the website Terms of Use, and the Privacy Policy, each of which documents is hereby incorporated by reference into the Member Agreement shall constitute the entire agreement between the parties with respect to the subject matter of the Member Agreement and supersedes all previous agreements and representations (whether written or oral) made between the parties prior to the Member entering into the Agreement. Except as specifically provided in these Terms and Conditions in the case of conflict

between these Terms and Conditions and any other document, these Terms and Conditions shall prevail.

31. SEVERABILITY

If at any time any term or provision in the Member Agreement including these Terms and Conditions shall be held to be illegal, invalid or unenforceable in whole or in part under any rule of law or enactment such term or provision or part shall to that extent be deemed not to form part of the Member Agreement or these Terms and Conditions but the enforceability of the remainder of the Member Agreement or these Terms and Conditions shall not be affected.

32. EXCUSE FOR NON-PERFORMANCE

The Company shall not be responsible for delays and failures in performances thereunder, where performance is made commercially impracticable due to circumstance beyond the Company's reasonable control. This includes, without limitation, strikes, labour difficulties, riot, war, fire, death, curtailment of the Company's usual source of supply, or government decrees or orders.

33. NOTICES

All notices to be given pursuant to the Member Agreement and the Terms and Conditions shall be given to the Member by the Company by sending the notice by registered or recorded first class post or where appropriate by publication on the Company's website, newsletter or by email addressed to the Member at the last address on file with the Company or by the Member to the Company via their registered email or by recorded first class post to the Company at its address set out in the online Application Form or as notified from time to time.

34. VARIATIONS

The Company may, at any time and at its sole discretion, make alterations to the Member Manual (as amended from time to time) but on the understanding that the Company shall, where practicable, provide the Member with 30 days written notice of such changes. The Company reserves the right to amend this Agreement on reasonable written notice to the Member (either specifically to the Member or generally through official Company communications) which shall be at least 30 days, where practicable except where such amendment relates to the financial obligations of the Member when 60 days' written notice shall be given. The placing of orders by the Member and/or continued promotion of the Company business opportunity following the issue of such notice of amendments will conclusively indicate acceptance by the Member of such amendments to this Agreement. Upon renewal of this Agreement the Member shall renew upon the then current terms of the Agreement.

35. THIRD PARTY RIGHTS

No third party who is not a party to this Agreement may enforce any terms of this Agreement. The Company confirms that it will comply with any Rights of Third-Party Acts in the country in which you are enrolled as a Member.

36. NON-WAIVER PROVISION

Failure of the Company to exercise any rights stated in the Member Agreement, these Terms and Conditions and or any other relevant documentation shall not constitute a waiver of Company's right to demand exact compliance therewith and waiver by the Company of any breach in such documentation shall not constitute a waiver of any prior, concurrent, or subsequent breach by the Member. Any waiver by the Company must be issued in writing by the Company.

37. ASSIGNMENT

The Company may assign this Agreement or any of its rights and obligations hereunder.

This Agreement is personal to the Member and neither this Agreement nor any benefit under this Agreement may, without the prior consent in writing of the Company, (which may be given on such terms as to guarantee or indemnify or otherwise as the Company thinks fit) be assigned, mortgaged, charged, or otherwise disposed of.

38. COMPLAINTS

Please address any complaint to Customer Service at Support@PTEK.ai.

39. CONSENT TO USE OF IMAGE ETC.

The Member consents to the collection, use and release by the Company of any aspect of his or her image, voice, pronouncements, likeness, biographical information, or any testimonial provided by him or her to the Company (the "Content").

The Member grants to the Company the following absolute and irrevocable rights to the Content:

(1) the right to copyright, alter, publish, reproduce, and distribute the Content through any commercial or other medium, publication or means; (2) the right to reproduce, distribute, and display the Content and to license or syndicate use of the Content, or any part of the Content, in any medium or form of communication, now existing or hereafter developed, to others; and (3) the right

to use the Content, or any part of the Content, in any release, article, internal or external publication, brochure, public exhibit, display or signage, still and motion picture footage, software, electronic or digital communications tools, and other media format now or hereafter known. This grant of rights includes, but is not limited to, the right to adapt or otherwise use the Content, or any portion of the Content, alone or in conjunction with other materials, in all types of electronic, digital and computer-based media and technologies, now existing or hereafter developed, as well as the storage, retrieval, transmission, display, output and reproduction of data through any such media and technologies.

The Member assigns any and all copyright that he or she may hold in the Content, including all moral rights, to the Company.

The Member acknowledges and agrees that he or she will have no present or future right to receive compensation of any nature or extent in return for the rights granted by him or her to the Company in this document.

The Member understands that under certain privacy legislation, the Member may have the right to privacy of his or her personal information held by the Company. By submitting an online Application Form and operating the Business, the Member authorizes the Company to release the personal information as indicated and described in the Company's Privacy Policy.

The Member releases the Company, and any of its associates or affiliates, its and their directors, officers, agents, employees and customers, and appointed advertising agencies, their directors, officers, agents, and employees from all claims of every kind on account of any and all use of the Content.

40. GOVERNING LAW

The terms and provisions of the Member Agreement and all other relevant documentation and any dispute arising thereunder shall be governed by Ontario, Canada and the Member and the Company hereby submit to the exclusive jurisdiction of Ontario Courts.