

DISCLAIMER, RELEASE AND ACKNOWLEDGEMENT:

1) Background

21st Century Eminis Pty Ltd (ABN 83 128 729 831) ("21st Century") is a subsidiary of 21st Century Education Group and is represented by David John Loughnan who has been authorised to provide general advice and dealing services in respect of deposit products, managed investments and securities by 21st Century Investment Services. David Loughnan is authorised to provide general advice and dealing services in respect of derivatives and future products by Romad Financial Services from 23 March 2009 (ASIC No is 335 776). 21st Century is a corporate authorised representative of Romad and is currently authorised to provide general advice and dealing services in Deposit Products, Managed Investments and Securities (ASIC No. 321 314).

2) No Specific Advice Given

- a) The information presented in the program is purely factual information only and no recommendation (general or otherwise) has been made to acquire, vary or dispose of any interest in any of the financial products described. Any information presented at the conference, its notes or sessions, manuals or any support materials, are given purely as illustrations and should not be construed as specific investment recommendations.
- b) The laws relating to investment, taxation, benefits, and the handling of money are constantly changing and are often subject to changes in government policy, and whilst every care has been taken to ensure the accuracy of the material contained herein at the time of publication and presentation, neither the author, presenter, promoters nor the publishers will bear any responsibility or liability for any action taken by any person, persons or organisations on the purported basis of information contained in the conference, its notes or sessions, manuals or any support material.
- c) Without limiting the generality of the foregoing, no person, persons or organisations should invest monies or take other action on reliance of the material contained in the seminars, its notes or sessions, manuals or any support material, but instead should satisfy themselves independently (whether by expert advice or otherwise) of the appropriateness of any such action.
- d) Presenter of 21st Century Eminis, David John Loughnan has been authorised to provide general advice and dealing services in respect of deposit products, managed investments and securities by 21st Century Investment Services from 23 March 2009. He has also been authorised to provide general advice and dealing services in respect of derivatives and future products by Romad Financial Services from 23 March 2009. David's ASIC No is 335 776.
- e) 21st Century is a corporate authorised representative of Romad and is currently authorised to provide general advice and dealing services in Deposit Products, Managed Investments and Securities (ASIC No. 321 314)
- f) The contents of this product have been prepared without taking account of your investment objectives, financial situation or particular needs. Because of that you should, before taking any action to acquire any of the educational products mentioned, consider whether the product is appropriate having regard to your own investment objectives, financial situation and particular needs.
- g) You should obtain your own independent advice relating to the relevant financial product mentioned in this product (which contains full details of the terms and conditions of the relevant educational product) and consider it before making any decision about whether to acquire the educational product.

3) No Warranties

- a) Any products and services are provided "as is," with no warranties whatsoever. All express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law.
- b) To the maximum extent permissible by law, 21st Century Education's liability for breach of any implied warranty or conditions that cannot be excluded is restricted, at 21st Century Education's option, to:
 - i) the re-supply of the relevant goods or services; or
 - ii) the cost of the re-supply of the relevant goods or services; or
 - iii) any amount paid by you to 21st Century Education in respect of the relevant goods or services.
- c) You agree that in no circumstances will 21st Century Education be liable for any indirect, incidental, special and/or consequential losses or damages of whatever nature arising out of but not limited to, losses or damages arising out of, or attributable to, an act or omission by 21st Century Education.

4) Privacy Statement

- a) The personal information on this form is being collected by or on behalf of 21st Century Education Holdings Pty Ltd (ABN 70 129 551 917) (21st Century Education) to register you in our program and to facilitate the conduct of that program. If you don't provide 21st Century Education with your name and contact details, you will not be able to participate in the program. 21st Century Education may also use your personal information to inform you about related products and services offered by 21st Century Education.

- b) If you have marked the boxes on this form to indicate your interest in areas which may be covered in new materials available from 21st Century Education, 21st Century Education may also use your details to inform you about those new materials. Your personal information may be disclosed to our contractors and agents (such as conference organisers and information technology providers) and may be transferred overseas for these purposes.
- c) 21st Century Education would also like to provide your personal information to our related bodies corporate, affiliates, licensors and licensees, so that they can send you information about their own investment, marketing and success information products and services (including special offers). If you do not want 21st Century Education to do so, please tick the box at the end of this privacy statement.
- d) By signing this form, you acknowledge that the program may be recorded by 21st Century Education various media and that 21st Century Education may sell or give away videos, audio cassettes, photographs and transcripts of the workshop, and 21st Century Education in its marketing, publicity and advertising programs (both in Australia and overseas). If you would like to access the personal information that 21st Century Education holds about you, please contact 21st Century Education.
- e) 21st Century Education will generally provide you with access to your personal information (although a fee may be imposed). If you provide information about other individuals on this Registration Form (e.g. referrals), please let those individuals know that you have done so I do not wish to receive information about investment, marketing and success information products and services from your related bodies corporate, affiliates, licensors or licensees.

5) Default & Consequences of Default

- a) If you default in payment of any invoice when due, you shall indemnify 21st Century Education from and against all costs and disbursements incurred by 21st Century Education in pursuing the debt including legal costs on a solicitor and own client basis and 21st Century Education's collection agency costs.
- b) Without prejudice to any other remedies 21st Century Education may have, if at any time you are in breach of any obligation (including those relating to payment), 21st Century Education may suspend or terminate the supply of goods or services (as the case may be) to you and any of its other obligations under the terms and conditions. 21st Century Education will not be liable to you for any loss or damage you suffer because 21st Century Education has exercised its rights under this clause.
- c) Without prejudice to 21st Century Education's other remedies at law 21st Century Education shall be entitled to cancel all or any part of any order of yours which remains unfulfilled and all amounts owing to 21st Century Education shall, whether or not due for payment, become immediately payable in the event that:
 - i) any money payable to 21st Century Education becomes overdue, or in 21st Century Education's opinion you will be unable to meet its payments as they fall due; or
 - ii) you becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any asset of yours.
- d) A dishonour fee of \$30 is applicable for every attempt made by 21st Century Education to collect funds due, when a total monthly payment or any other amount due under your contract is unable to be processed (this includes but is not limited to, defaults on a payment due to insufficient funds in your nominated bank account, a declined credit card transaction or for those customers who default in their direct debit payments).
- e) A payment deferral fee of \$35 is applicable, where 21st Century Education agrees to defer a Total Monthly Payment or any other amount due under the Agreement upon written request from a client.
- f) Dishonour fees are payable immediately upon the dishonour. A payment deferral fee is payable at the same time as the deferred payment is due.

6) Permission to 21st Century Education testimonials

If a Member provides a testimonial about 21st Century Eminis or one of our Speakers, 21st Century Eminis may 21st Century Education the testimonial, in part or whole, to promote 21st Century Eminis or the Speaker in any format or medium at any time.

7) Training Course

- a) Upon 21st Century Education's acceptance of this Agreement, 21st Century Education agrees to provide to you with instruction in trading via an online eCourse or in a manner selected by 21st Century Education. The 21st Century Education shall provide you with materials as 21st Century Education deems necessary to instruct and inform you.
- b) Upon completion of the eCourse set forth in paragraph I.A., above, 21st Century Education shall provide you with materials to allow you to participate in trading simulations. The 21st Century Education will provide you with access to the Live Trading Room for a period of three months (the "training period"), from the date the student activates his/her access at the end of the 2nd week. It is understood that the instructors will not provide advice or counsel in the form of trading recommendations.

8) Refund Policy

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

- (a) Strictly in accordance with the terms and conditions of any optional Limited Money Back Guarantee agreed to in writing by both parties hereto on or about the date hereof;
- (b) A five (5) day cooling-off period shall apply for any 21st Century course or program purchased at a 21st Century Education Seminar subject that such five (5) day period shall commence on the day immediately after the last day of the seminar at which the subject course or program was purchased.
- (c) To the extent if any that a refund is mandated by any applicable law which cannot be ousted.
- (d) To the extent lawfully permitted, statutory warranties and terms and warranties implied at law are ousted and shall not apply.

9) Optional 90 Day Limited Money Back Guarantee

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

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

- (b) Trading is inevitably inherently risky and the Member assumes all risk and holds 21st Century Group and its employees, contractors and agents harmless against any and all loss, damage and cost incurred by the Member; and
- (c) The foregoing terms and conditions shall apply in addition to the general terms and conditions of sale applicable to the sale of products or services as published on the website www.21stcenturyacademy.com and to the extent of any inconsistency between the foregoing terms and conditions and those published on the said website, the foregoing terms and conditions shall prevail.

10) Cancellation Policy

No Cancellation may occur unless expressly provided for under Clause 8 above. You must not be in breach of any terms in this Agreement for any cancellation and payments must be up to date.

11) Non-Disclosure of Proprietary Information

- a) You acknowledge and understand that 21st Century Education has devoted a substantial amount of time and effort, and has incurred substantial costs, in developing the course materials, the support services, and all information developed in connection with the training ("Proprietary Information"). 21st Century Education's Proprietary Information includes, without limitation, training course, all written training course materials, marketing and advertising materials and methods, trading methods developed by 21st Century Education, methods of operations, publications, and business practices. You must not copy, reproduce, publish, distribute, modify, create derivative works of, rent, lease, sell, transfer, display, transmit, compile or collect in a database, or in any manner commercially exploit any part of 21st Century Education's Proprietary Information, in whole or in part.
- b) 21st Century Education derives economic value, both actual and potential, from not having its Proprietary Information generally known or ascertainable by other persons who can obtain economic value from its disclosure or 21st Century Education. Additionally, 21st Century Education has made substantial efforts to ensure that its Proprietary Information remains secret. You understand that during the training course he/she will gain access to 21st Century Education's Proprietary Information. While you are certainly entitled, and in fact encouraged, to utilize all of the information obtained through the training course in pursuing he/she goal of learning successfully to trade futures contracts, you covenant that you will not divulge 21st Century Education's said Proprietary Information for any purpose inconsistent with the terms and spirit of this Agreement. Specifically, you agree that he/she shall not for any reason, at any time, without the written consent of 21st Century Education, disclose to any person or entity any of 21st Century Education's Proprietary Information.

12) Covenant Not to Utilise Proprietary Information to Compete with 21st Century Education

You covenant that you are enrolling in the training course for the sole purpose of becoming educated with the personal goal of learning to trade futures contracts. you covenants that he/she is not enrolling in the training course for reasons associated with competing with 21st Century Education's business enterprise or otherwise obtaining 21st Century Education's Proprietary Information for any 21st Century Education inconsistent with the teachings of this training course. You acknowledge and agree that 21st Century Education has a valid and protectable interest in preserving its business enterprise of offering training courses that teach trading methodologies. Consistent with the foregoing, you agree, that for a period of three (3) years after you enrol in 21st Century Education's training course, he/she will not, directly or indirectly, on behalf of himself or on behalf of or in conjunction with others, as principal, agent, servant, or otherwise, to engage in, or have an interest in, the same or competitive line of business, such as trading hotline, chat room, trading software, or similar business enterprise, now carried on by 21st Century Education anywhere in the world.

13) Reasonableness and Enforceability

The parties hereto have attempted to limit the restrictive covenants set forth in this Agreement to the extent necessary reasonably to protect 21st Century Education's legitimate business interests. You acknowledge that the scope of paragraph III, restricting the disclosure of 21st Century Education's Proprietary Information, is reasonable. You also acknowledge that the scope of Part IV of the Trade Practices Act, restricting 21st Century Education of 21st Century Education's Proprietary Information to compete against 21st Century Education, is also reasonable. Notwithstanding the foregoing, the parties recognise that reasonable people may differ in making such a determination. Consequently, the parties hereby agree that if the scope or enforceability of the covenants set forth in this Agreement is in any way disputed at any time, a court or other trier-of-fact may modify and enforce the covenants to the extent that it believes the covenants to be reasonable under the circumstances existing at that time.

14) Representation

- a) By executing this Agreement, you represent that:
 - i) No one affiliated with 21st Century Education has guaranteed that utilising 21st Century Education's trading course will result in profits, or avoid losses;
 - ii) You are aware that futures trading involves substantial risk of loss;

- b) If you decide to open a trading account, you will fund such an account exclusively with risk capital;
- c) Any reliance on information provided by 21st Century Education is at the sole risk of you, and if you participate in transactions based on such information, you do so at his or her own risk, and that 21st Century Education is in no way responsible for any losses incurred by virtue of your participation in such transactions;
- d) You understand that 21st Century Education is not in any way affiliated with or the agent of any futures commission merchant, commodity trading advisor, and/or commodity pool operator, and 21st Century Education. You agree to indemnify and hold 21st Century Education harmless for the acts of such entities or individuals.
- e) You understands that if you open a trading account, 21st Century Education is not responsible for losses incurred by you as the result of adverse market conditions, poor order execution, data feed problems, technical difficulties, market disruptions or suspensions, or any other circumstances which may occur which may have the effect of hindering your trading.
- f) You understand that if you open a trading account, you will be charged brokerage commissions per each contract which will limit the student's ability to profit.
- g) You understand that if you open a trading account, market conditions may make it difficult or impossible for you to affect trades at desired prices which will limit your ability to profit.
- h) You have read and understood all of risk disclosures set forth in 21st Century Education's website, www.21stCenturyEminis.com.au with regard to futures trading.
- i) You understand that your representations set forth in this paragraph and in this Agreement are conditions precedent without which 21st Century Education will not enter into this Agreement.

15) Dispute Resolution

- a) A party must not commence court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute or difference of opinion between the parties regarding the construction of this Agreement or the rights and obligations of the parties under this Agreement unless it has complied with the following provisions.
- b) If the parties are unable to resolve a dispute within 7 days after one party gives the other party written notice of the dispute, either party may refer the dispute to mediation by a single mediator agreed on by the parties or, failing agreement within 7 days after one party gives the other party a written notice proposing a mediator, nominated by the president of the Institute of Arbitrators and Mediators Australia at the request of either party.
- c) Each party must bear its own costs in relation to the mediation and the costs of the mediator must be borne by the parties in equal shares. If the dispute is not resolved within 28 days after a mediator is appointed, either party may refer the dispute to arbitration by a single arbitrator agreed on by the parties or failing agreement nominated by the president of the Institute of Arbitrators and Mediators Australia at the request of a party.
- d) The arbitrator's decision will be final and binding on the parties except to the extent of any error of fact or law. Each party may appear before and make submissions to the arbitrator and may be represented by a qualified legal practitioner.
- e) Each party must bear its own costs in relation to the arbitration and the costs of the arbitrator must be borne by the parties in equal shares subject to any contrary order by the arbitrator.
- f) The arbitration will be conducted in accordance with the Commercial Arbitration Act 1984 of Victoria.

16) Term

The term of the Agreement shall commence on the date of you signing and continue in full force and effect consistent with the terms and the scope of the restrictive covenants set forth in Sections IV and V, above.

17) Waiver

The failure of either party to exercise any right or remedy available to it under this Agreement or at law shall not constitute a waiver of the later exercise thereof.

18) Severability

Any invalid or unenforceable provision of this Agreement shall not affect any other provision hereunder and the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be over broad, invalid or unenforceable by a court of competent jurisdiction, 21st Century Education and you agree that the court may modify or amend such provision to allow for enforcement to the maximum extent permitted under the law.

19) Entire Agreement

This Agreement contains the entire understanding of the parties . 21st Century Education reserves the right to change these terms and conditions at any time and will provide reasonable notice to you. Further, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns and any amendments from time to time.

20) Governing Law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts.

21) Trade Practices Act

Nothing contained in this Agreement excludes, restricts or modifies any rights you have under the Trade Practices Act and Fair Trading Laws which cannot be lawfully excluded or limited. For example, your rights include an assurance from 21st Century Education that any services provided are provided with due care and skill and that any materials supplied in connection with those services are reasonably fit for their purpose and that any goods supplied are of merchantable quality. Other than as referred to above or expressly stated in this Agreement, 21st Century Education does not make any promises or warranties, whether express or implied, about the services or any of our products.

22) Counterparts

This Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

The undersigned you, by affixing his or her signature below, states that he/she has read and understands the foregoing Agreement and agrees to be bound by its terms. *Please initial the bottom of each page and fill out this page completely.*

STUDENT:	21st CENTURY EMINIS LTD.:
Signature:	By:
Print Name:	Its: