



EDUCATION CENTRE APPLICATION (EC-03-01)

MEMORANDUM OF UNDERSTANDING BETWEEN ATOMY OCEANIA PTY LTD AND MEMBER

This Memorandum of Understanding is made on _____ (date)

BETWEEN

Atomy Oceania PTY LTD (ABN 16 624 786 901), a legal entity incorporated in Australia, operating at unit 25/ 15 Ricketts Road, Mount Waverley in Victoria (Hereby referred to as "Company"), of the first part,

AND

_____ - (Company Name), a legal entity incorporated in

(Company Address) (Herein referred to as "Applicant"), of the second part.

Preamble

The memorandum of Understanding (Hereinafter referred to as "MoU", states the terms and conditions under which Training Programmes shall be conducted by the Applicant at applied education centre.

a. The Company and the Applicant are concerned with Atomy member's needs for training and development, that will allow and encourage member's growth, to be competent in product knowledge and enhance the cooperation between the Company and the Applicant. To Achieved these needs the Applicant is subject to always complying with all the requirements herein.

b. Hence, the Company and the Applicant are desirous and hereby agree to enter into this Memorandum of understanding (hereinafter referred to as "MoU") and wish to establish and maintain a basis of corporation through mutual commitments and undertaking working in collaboration in the areas of training upon the broad and general terms as contained herein.

c. Both the Company and Applicant are being hereinafter referred to singularly as "Party" and collectively as the "Parties"

The Company and the Applicant hereby agree to the following.

1. Scope of Cooperation.

The Company and Applicant hereby agree and undertake that the cooperation, commitments and undertaking and/or collaboration referred to in this MoU shall include but not limited to the following.

- The Applicant, at its own cost and expense, is to provide professional training consultation services to Atomy members with matters related to the Company.
- The Applicant, at its own cost and expense, is to receive the good delivered and shall be responsible to distributor them to Atomy members who have made the purchases accordingly.
- The Applicant, at its own cost and expense shall participate and contribute arranging the Company's events and activities.

2. Duration, Termination, Renewal and Amendment,

2.1 Duration

This MoU shall come into effect on and from the date first written above and shall remain for a period not exceeding six (06) months from the same.

In the event this MoU is not renewed, this MoU shall automatically end/ lapse in the next six (06) months period and this MoU shall be terminated, after which this MoU shall have no effect whatsoever.

2.2 Extension and Renewal

The Parties may extend or renew this MoU by agreement, to be confirmed in a written document signed by each Party's Authorised signatory.

2.3 Amendment

No amendment of the terms of this MoU will be effective unless made in writing and signed by each Party's Authorised signatory, as proof of the same.

3. Participants.

3.1 All the Training programmes shall be offered to All Atomy members.

3.2 No minimum participants are required to commence the Programme/ Course

4. Names

4.1 Except in promoting the activities as per this MoU, neither Party may use the name of the other Party in any form of advertising or publicly without express written permission. The Parties must seek permission from the other by submitting the proposed use.

5. Notices

5.1 All communications must be sent to the address set forth herein or to such other address designated by the Parties by written notice.

6. Binding Obligations.

6.1 This MoU is intended to create legally binding obligations on the Parties and is also intended to facilitate future discussions regarding general areas of cooperation.

6.2 This MoU is intended to establish financial implications and commitments between the Parties on either institution, unless otherwise agreed upon in writing.

7. Authorised Signatories

7.1 Each Party represents that the individuals signing this MoU have the authority to sign on its behalf in the capacity as indicated.

8. Intellectual property rights

8.1 Any exclusive use of the Company's Logo and/or trademark shall belong absolutely and exclusively to the Company, unless otherwise granted in writing for the non-exclusive use of the same to the Applicant.

9. Force Majeure

9.1 "Force Majeure" means any circumstances beyond the reasonable control of either Party including, without limitation, any governmental action, act of God, strike, loc out or other form of industrial action.

9.2 If any Party of affected by Force Majeure which affects or may affect the performance of any of its obligations under this MoU, it shall forthwith notify the other Party of its nature and extent.

9.3 No Party shall be deemed to be in breach of this MoU, or otherwise be liable to the other Party, by reason of any delay in performance, or the non-performance, of any of its obligations hereunder, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.

9.4 If the performance by any Party of any of its obligations under this MoU is affected by Force Majeure, the Parties shall enter into bona fide discussion with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

10. Dispute Resolution

10.1 Should a dispute arise between the Parties in connection with the validity, interpretation and/or implementation of this MoU, the Parties shall try to promptly reach an amicable settlement in good faith for such a dispute.

10.2 In the event of amicable settlement is not reached, any dispute, controversy, or claim arising out of or relating to this MoU, or the breach, termination or invalidity thereof shall be settled by the Victorian Fairwork Ombudsman or Victorian Civil and Administrative Tribunal (VCAT)

11. Facsimile and Electronic Mail Transmissions.

11.1 For the purpose of this MoU, original signed copy shall be deemed to the valid documents.

12. Severability

12.1 The parties acknowledge that this MoU is reasonable, valid, and enforceable; however, if any part of this MoU is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable and the remainder of the provisions of this MoU will in no way be affected or invalidated as a result.

12.2 Where any provision in this MoU is found to be unenforceable, the Company and the Applicant will then make reasonable effort to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the original invalid or unenforceable provision.

13 Representation and Warranty

13.1 The applicant represents and warrants that it is not in breach of any statute, regulation or bylaw applicable to the Applicant or its operations and that it holds all permits, licenses, consents and authorise issued by any Government or Agency thereof which are necessary or desirable in connection with the obligations arising under this MoU.

13.2 The applicant represents and warrants that it is not a party to or bound by any other agreement or subject to any restrictions, particularly, but without limitation, in connection with any previous or other agreements, which may prevent the Applicant from entering into and performing its obligations under this MoU.

13.3 The Parties agree that each may publish or advertise the existence and nature of activity under this MoU, provided that the other Party does not indicate in writing that a specific matter should remain confidential. The obligation of confidentiality arising under this MoU shall survive the early termination/ expiry of this MoU.

13.4 All marketing and related materials produced by the Applicant, which refers to the Company shall be submitted to the relevant personnel at the Company, for approval before public distribution and/ or publication.

13.5 This MoU contains the entire agreement of the Parties relating to the subject matter of this MoU and this MoU shall supersede any previous agreement(s) of the Parties, which shall include but not limited to any negotiations, promises, or representations, whether verbal or written.

13.6 Both Parties should implement this MoU under the principle of good faith. In the event that this MoU is translated into any other language(s), the Parties hereby agree and undertake that only the English version in respect of the same shall be legally valid and enforceable and recognized in law.

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## MEMBER AGREEMENT

IN WITNESS WHEREOF, the parties after having read all of the above and as an express indication to honour and be bound in respect of the same hereby through their respective representative sign this MoU on the day and year indicated herein

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(Applicant registered company name)

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(Name/ Member ID)

APPLICATION FOR ESTABLISHMENT OF EDUCATION CENTRE  
(APPLICANT DETAIL)

NAME

MEMBER ID

ABN

DATE OF BIRTH

MOBILE NO

EMAIL

HOME ADDRESS

QUALIFICATION

PLEASE ANSWER THE FOLLOWING QUESTIONS

Have you achieved the Mastership of Sales Master 3 times in the last 6 months of this application? Excluding this application cycle.

Yes / No

Have you prepared all the necessary equipment for your education centre (e.g. Computer, projector/TV, Whiteboard, tables, chairs, etc.)?

Yes / No

Have you referred to all requirement stated in the **ATOMY CENTRE GUIDE BOOK?**

Yes / No

Is the tenancy agreement document for the proposed premise under the name of the same applicant?

Yes / No

PROPOSED EDUCATION CENTRE DETAIL

Proposed name of the Centre

Rental Per Month (AUD)

\$(AUD)

Number of Floors and usable space

\_\_\_\_\_ Floor(s) \_\_\_\_\_ m<sup>2</sup> Useable space

Proposed centre address

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## **1. APPROVAL CONDITIONS**

- 1.1 Atomy Oceania member
- 1.2 Applicant must be an Australian or New Zealand citizen or Permanent resident.
- 1.3 Achieved 3 times Sales Master or higher Mastership in the past 6 months.
- 1.4 Not a member of any other multi-level marketing company.
- 1.5 No criminal record or pending case with the criminal court.
- 1.6 No recent record of membership being suspended or receive any warning from the Company.
- 1.7 Willing to contribute and co-operate with the Company for members no matter which line or team the members are.
- 1.8 Attended 1 Success Academy (minimum) and 3 One Day Seminar (minimum) in the last 12 months.
- 1.9 Detailed supporting letter from at least 2 Royal Masters (and above) with their support written clearly in said documentation.
- 1.10 Education Centre Leader will be required to have an interview with Atomy company once with Marketing Staff member and final interview with Company Director Sally Kim.
- 1.11 Education Centre Leader will also need to complete the Education Centre Application paper test in person and must achieve above 90%.
- 1.12 Atomy staff will be required to meet with Centre Leader to do a proposed site inspection.
- 1.13 Unless the Company has received all necessary documentation, the application procedure will not commence.
- 1.14 Centre Leaders must join the 'Success Planning Committee' and be responsible for a select part in preparation and operation of One Day Seminars and Success Academies.

## **2. PREMISES REQUIREMENTS**

- 2.1 No residential nor commercial (including shops) building. Exceptions: Double sized garage with separate entrance doors that does not allow entrance through residential area.
- 2.2 Centre must be at least 40m<sup>2</sup> in size.
- 2.3 Basic office supplies must be included in the set up.

## **3. PROHIBITED ACTIVITIES IN THE CENTRE**

- 3.1 The centre is strictly to be used for the purpose of conducting Atomy related business only. Subletting of the property or using it for any other purposes is prohibited.
- 3.2 Retail sale of Atomy products is prohibited within the education centre.

## **4. CENTRE LEADER RESPONSIBILITIES.**

- 4.1 Managing and running training programs to educate Atomy members on the rules and regulations of the Company. This includes but is not limited to registration, termination, compensation plan, purchase of products, settlement of payment and/or member's code of Conduct.
- 4.2 Prepare and submit monthly centre activity schedule.
- 4.3 Compulsory to participate in One Day Seminar, Success Academy, Workshops and invited meetings or events organised by the Company.
- 4.4 Advise member not to engage in public advertising or internet sales of Atomy Products.
- 4.5 Must not engage merchant activities on both off-line retail or online internet platforms.
- 4.6 Must not engage in or recommend other multi-level marketing business, advertise or sell the products to existing and future Atomy members.
- 4.7 Resolve and intervene in member dispute.

## **5. PROTECTION OF MEMBER'S PERSONAL INFORMATION**

- 5.1 Centre leader or management staff(s) must ensure that member's personal information (e.g. ID, password, address, contact number, ABN, credit/debit card number, etc.) are well protected and not disclosed to third parties without consent from members. Strict disciplinary actions will be taken if the required information protection systems are not enforced.
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## **6. LOCATION, FACILITIES AND FURNISHING**

6.1 Must not be set up in a place originally for residential purpose, or shopping mall or locations easily mistaken for retail outlets. Kindly seek approval and advise from the Company before signing tenancy agreement.

6.2 Size of the centre must be at least 40 square meters.

6.3 Centre leader shall set up and maintain necessary equipment/infrastructure such as, but not limited to, telecommunication devices, fax, infrastructural facility, office equipment, etc., and other fundamental facilities necessary for the management and function of the Education Centre, which the "Centre Leader" shall duly bear all costs involved.

6.4 Prior approval for decoration inside and outside of the education centre is needed

## **5. CONTRACT RENEWAL**

5.1 Evaluations will be done on a yearly basis.

5.2 Education Centres will be opened on the 1<sup>st</sup> of the next month of application as a probationary Education Centre. After 3 months the Education Centre will go through an evaluation and if successful committed as a regular approved Centre.

5.3 Centre leaders that are unable to commit to the responsibilities set by the Company, may result in cancellation or closing of the centre.

5.4 Centre leader is to achieve 2 times Sales Master within the first 3 months.

5.5 Centre commission receive average AUD 500 per month.

5.6 Final approval is subject to Company's discretion.

5.7 The act of opening and closing an Education centre is conducted on the 1<sup>st</sup> of each month after written approval has been made by the Company to the Education Centre Leader.

5.8 Each education centre leader must contribute to the 'Success Planning Committee' throughout the centre's opening.

## **6. REQUIRED DOCUMENTS (All must be present before the application procedure can start)**

6.1 Completed and Signed Centre application form.

6.2 List of lecture and administrator assignment.

6.3 Centre Leader self-introduction in writing.

6.4 Applicant photo identification.

6.5 Exterior photos of the building as required.

6.6 Interior photos of the building as required.

6.7 A picture of centre entrance.

6.8 Copy of Lease Agreement.

6.9 Australian Business Registration.

6.10 a list of your operational members (e.g. Treasurer, General secretary) and their membership ID

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#### 6.10 List

| Member's Full Name | Membership ID | Position within Centre       |
|--------------------|---------------|------------------------------|
|                    |               | Education Centre Leader      |
|                    |               | Education Centre Vice Leader |
|                    |               |                              |
|                    |               |                              |
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|                    |               |                              |

Atomy Oceania PTY LTD reserve all rights for the final approval, legal registration or renting the proposed premises.

By signing below, I declare that all details provided are true and correct to the best of my knowledge and I am aware and shall accept any unfavourable outcome from the application in case information provided is found to be false or untrue or misleading in any way; and agree to all the the provisions listed above. Breach of the agreement may result in the cancellation or termination to the appointed Centre Leader and establishment of Atomy Education Centre.

|      |  |      |  |
|------|--|------|--|
| NAME |  | DATE |  |
|------|--|------|--|

SIGNATURE

FOR OFFICE USE ONLY

DATE RECEIVED

REMARKS