



## **CM Compensation Policies - Australia**

### **31 October, 2015**

#### **DEFINITIONS**

All capitalised terms shall have the meanings given to them at the end of this document.

#### **ADVISOR COMPENSATION CHANGES**

CM Asia-Pacific Limited ("CM") reserves the right to implement changes to these Policies. Changes will be effective 30 days following the date notice of such change is posted on the CM Website.

#### **PURCHASING CM PRODUCTS**

CM Products may be purchased either directly from CM through the CM Website, or through an Advisor.

#### **BECOMING AN ADVISOR**

Anyone may become an Advisor by following the steps on the CM Website, which include agreeing to be bound by the provisions in the Advisor Agreement and completing the process to sign up and pay the Annual Fee.

#### **BUILDING YOUR GROUP**

You can encourage others to sign up under you as direct downline Advisors. All of the Advisors who sign directly under you will form your Group.

#### **WAYS YOU CAN EARN INCOME**

Upon becoming an Advisor, you will be able to earn income the following ways:

1. By receiving Retail Profits (at your Retail Profit Rate) on Retail Sales through your Account;
2. By receiving Group Commissions (at your Commission Rate) on sales by your downline Advisor Accounts (Group Sales);
3. By receiving an Account Credit of AU\$160 for each AU\$3,200 in Retail Sales through your Account in a particular calendar month;
4. By receiving an Account Credit of AU\$160 for each AU\$3,200 in Group Sales in a calendar month.

#### **RETAIL PROFITS**

All CM Products will be purchased at full retail prices, as determined by CM from time to time. All of your own retail purchases on your Account and all retail purchases by your Customers on your Account will be added together to form your Account Balance. Your Account Balance for the last Rolling 12 Months will determine what your Retail Profit Rate and your Commission Rate will be, as follows:



<u>Retail Profit Rate</u>	<u>Account Balance</u>	<u>Commission Rate</u>
10%	\$0-880	2%
25%	\$881-4,000	5%
30%	\$4,001-12,000	6%
35%	\$12,001-24,000	7%
40%	\$24,001+	8%

If you have submitted the particulars of the bank account you wish your Retail Profit and Group Commission payments to be deposited into (“Banking Information”) then each week, CM will by direct deposit pay you your Retail Profit, at your Retail Profit Rate, on all Retail Sales through your Account in the previous week. A week is Sunday 12 a.m. through Saturday 11:59 p.m. AEDT.

If you have not submitted your Banking Information, until your Banking Information is submitted, your Retail Profit will be paid to you annually by cheque, and will incur an AU\$5 administration charge.

#### **GROUP COMMISSIONS**

If you have submitted your Banking Information then each week, CM will by direct deposit pay you a Commission, at your Commission Rate, on your total Group Sales in the previous week.

If you have not submitted your Banking Information, until your Banking Information is submitted, your Commission will be paid to you annually by cheque, and will incur an AU\$5 administration charge.

#### **ACCOUNT CREDITS**

For each AU\$3,200 in Retail Sales on your Advisor Account in a calendar month, CM will, at the beginning of the following month, issue you an AU\$160 Account Credit you can use as a form of payment to buy CM Products.

For each AU\$3,200 in Group Sales in a calendar month, CM will, at the beginning of the following month, issue you an AU\$160 Account Credit you can use as a form of payment to buy CM Products.

These Account Credits are valid for one year from the date of issue and may be used only to purchase CM Products. Purchases made using Account Credits will not be added to Account Balances or qualify for Retail Profits or Group Commissions.

#### **COMMISSIONS POLICIES**

1. If you have submitted your Banking Information, then Retail Profits and Commissions are paid weekly via direct deposit.
2. If you have not submitted your Banking Information, then until your Banking Information is submitted, Retail Profits and Commissions are paid to you annually by cheque, and will incur an AU\$5 administration charge.



3. AU\$160 Account Credits are applied to your Account monthly for the previous month's activity.
4. Payments are issued to Advisors in their name only.
5. When Advisors or customers cancel orders or return CM Products for restocking or credit, or when CM Products are exchanged, adjustments to Retail Profits and Commissions will be made. For exchanges, an adjustment may, at the discretion of CM, be made on the difference between the retail price of the original CM Product and the retail price of the CM Product exchanged.
6. Earnings must be claimed as income with your tax filing each year. Advisors, as independent contractors, are responsible for payment of their own income taxes and costs associated with operating their CM business.

### **ACCOUNT HOLDS**

CM may place an Advisor's Account on hold for money owed to CM or for violation of a Policy or a default under the Advisor Agreement ("Violation"). If an Account is on hold, the Advisor may be prohibited from placing orders, receiving all or a portion of Retail Profits or Commissions, or obtaining other Advisor benefits until the Account is current and any Violations are resolved.

### **ADVISOR TERM AUTOMATIC RENEWAL**

**THE ADVISOR AGREEMENT IS EFFECTIVE FROM THE DATE OF ADVISOR SIGN UP (AND ANNUAL FEE PAYMENT) AND CONTINUES FOR A PERIOD OF ONE YEAR. THE ADVISOR AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS OF ONE YEAR UNLESS EITHER PARTY PROVIDES WRITTEN NOTICE TO THE OTHER OF ITS INTENT TO TERMINATE THE ADVISOR AGREEMENT NOT LESS THAN 30 DAYS BEFORE THE ANNIVERSARY OF THE DATE OF THE ADVISOR AGREEMENT. THE ANNUAL FEE (CURRENTLY AU\$59.00), DUE UPON RENEWAL SHALL BE AUTOMATICALLY CHARGED TO THE CREDIT CARD THE ADVISOR HAS ON FILE WITH CM.**

If an Advisor Agreement is not renewed or is terminated, any Advisors who signed up under the non-renewing or terminating Advisor will move to become direct to the Home Office. Advisors in that situation may contact the Home Office and request a new upline Advisor.

Advisors who do not renew, or who terminate their Agreement, can sign up again at any time, in which event they will start with their rolling Account Balance and no Advisors in their Group. Acceptance of any reapplication of an Advisor terminated by CM may be denied in the sole discretion of CM. A newly re-signed Advisor can begin welcoming other Advisors to his or her Group immediately after re-signing.

CM may immediately terminate an Advisor Agreement with notice in the event of death, insolvency, assignment for the benefit of creditors, or misrepresentation in or breach of any provision of the Advisor Agreement. If CM terminates the Advisor Agreement, it shall refund the portion of the Advisor Fee prorated over the unexpired portion of the then current one year term.



Either party may terminate the Advisor Agreement without cause on 30 days written notice. If CM terminates this Agreement, it shall refund the portion of the Advisor Fee prorated over the unexpired portion of the then current one year term. If the Advisor terminates the Advisor Agreement or does not renew his or her annual term, CM will not be obligated to refund any portion of the Advisor Fee but will pay any outstanding Retail Profits or Commissions earned before the date of termination.

CM reserves the right to amend or assign the Advisor Agreement at any time as it deems appropriate. Amendments or assignments will be communicated to Advisors through official Company publications, including posting on the website or by e-mail. Amendments or assignments are effective and binding on all Advisors 30 days after such communication or publication. An Advisor's continued purchasing of products or accepting of commissions thereafter shall be deemed acceptance of the amendments or agreement to the assignment. In the event of any conflict between the original documents or policies and any such amendment, the amendment will control.

## DEFINITIONS

In these Policies, the following capitalised words shall have the meaning ascribed to each:

- **(Advisor) Account** is where all Retail Sales to that Advisor and all Retail Sales to that Advisor's customers accumulate. Advisors may access their Account by signing into their website using their Advisor login.
- **Account Balance** means a running total for the Rolling 12 Months of all Retail Sales through the Advisor's Account and it includes purchases by an Advisor and his or her customers.
- **Account Credits** means each AU\$160 credit earned for every AU\$3,200 of Retail Sales in a calendar month through the Advisor's Account or each AU\$160 credit earned for every AU\$3,200 of new Group Sales in a calendar month by an Advisor's Group.
- **Advisor Agreement or Agreement** means the terms and conditions which must be agreed to prior to becoming an Advisor including these Policies, the Policies and Procedures, the CM Advisor Agreement, the Website Legal Notice and the Privacy Policy all of which I have read, and which I understand and which I understand may be altered or amended from time to time.
- **Annual Fee or Advisor Fee** means the fee which Advisors must pay when signing up as an Advisor, and annually thereafter, to cover the ongoing cost of producing and maintaining the Sales Tools
- **CM Advisor or Advisor** means the name for everyone who signs up for the CM Advisor opportunity, agrees to the terms of the Advisor Agreement and pays his or her Annual Fee. He or she then may sell CM Products and/or sign Advisors under them.
- **CM Products** means the suite of memory keeping products offered by CM.



- **Commission (on your Group) or Group Commission** means the payment calculated and paid weekly, or as provided in these Policies, to Upline Advisors at their Commission Rate, on the previous week's Group Retail Sales.
- **Commission Rate** means the percentage an Upline Advisor earns on his or her Group's Retail Sales. The Commission Rate is determined by the Upline Advisor's Account Balance
- **Earnings** means the sum of Retail Profit, Group Commissions and Account Credits received by an Advisor.
- **Group** means all Advisors signed up directly under one Advisor and may also be referred to as "downline Advisors."
- **Group Sales** means all Retail Sales through the Accounts of all direct downline Advisors in a Group.
- **Retail Profit** means that portion of Retail Sales paid out to Advisors weekly, or as provided in these Policies, calculated using the Retail Profit Rate.
- **Retail Profit Rate** means the percentage used to calculate an Advisor's Retail Profit at time of order based on the Advisor's Account Balance.
- **Retail Sales** means sales of CM Products to an Advisor and to the Advisor's customers, at retail prices paid.
- **Rolling 12 Months Account Balance** means, once an Advisor has been active for more than 12 months, the Account Balance will be calculated based on the Retail Sales activity in the immediately preceding 12 month period.
- **Sales Tools.** Include the following things received for the Annual Fee:
  1. Your own personal link (URL). For example: [creativememoriesau.com/user/SusanJones](http://creativememoriesau.com/user/SusanJones). This is what you'll share with customers so they can order products from you. All sales coming through your link will be credited to your Advisor Account.
  2. Electronic sales tools, like promotional banners/product offers to post on social media, a blog or website, or to send to customers via email.
  3. Access to the Advisor back office, which will include marketing tools Advisors can print, which will include product flyers, promotional flyers, a 'flippable' electronic catalog, order forms and more.
  4. Telephone and email support from the CM Home Office.
  5. A weekly newsletter and regular webinars to share and promote best practices
- **Upline Advisor** means the Advisor under whom another Advisor has signed.