

Sales Leader Forums

Terms & Conditions of Membership

Welcome to Sales Leader Forums!

We start every new subscriber relationship with an Agreement. The following spells out what you can expect from us, and what we expect from you. If you agree to what you read below, you should accept our Terms & Conditions to acknowledge that you have accepted. We intend this to be the legal equivalent of your signature on a written contract, and equally binding. Only by accepting our Terms & Conditions, will you be able to access and use the valuable services available for your level of membership.

1. DEFINITIONS

- 1.1. The following terms shall be deemed to have the meaning as set forth below:
 - 1.1.1. **Member** means the individual named in the account activation process who has accepted this Agreement. Hereinafter "you" or any third-party pronouns will refer to Member.
 - 1.1.2. **Content** means all products and services available in the Sales Leader Forums Resource Library.
 - 1.1.3. **Intellectual Property Rights** these rights include, without limitation, patents, trademarks, trade names, design rights, copyright (including rights in computer software), database rights, rights in know-how and other intellectual property rights, in each case whether registered or unregistered, which may subsist anywhere in the world.
 - 1.1.4. **Membership Service/s, the Service/s** means the Membership Services or Services specifically provided by Sales Leader Forums being the Sales Leader Forums Resource Library, Sales Accelerator, Peer Group Forums, or other Services defined on the Sales Leader Forums website, or other electronic or physical documents used in an Agreement between Member and Sales Leader Forums.
 - 1.1.5. **Party** means a party to this Agreement.
 - 1.1.6. **Peer Forums International or PFI** means the Peer Forums International Pty. Ltd, ABN 51 635 045 233.
 - 1.1.7. **Peer Group, Peer Group Forum** means a Group of Members meeting under a single Chair, either online (Peer Membership Online) or physically (Full Service Peer Membership).
 - 1.1.8. **Services** means the services provided under this Agreement by SLF, the Chair or other contractor on behalf of SLF.
 - 1.1.9. **Sales Leader Forums or SLF** means the Sales Leader Forums as defined as a Trading Name of Peer Forums International
 - 1.1.10. **Sales Leader Forums Resource Library** means the online service (or any successor thereto) available from Sales Leader Forums including all products, services and features offered via the service. Certain products and services under this Agreement may be delivered from other platforms. The

terms and conditions hereof are equally applicable to those products and services.

- 1.1.11. **Sales Accelerator** means the program providing Members with attendance privileges to Sales Accelerator Events, access to the Sales Leader Forums Resource Library, discounted attendance to Sales Leader Forums Annual Summit and other privileges as may be offered from time-to-time.
- 1.1.12. **Peer Group Forum** means a Group of Members meeting under a single Chair, either online (Peer Membership Online) or physically (Full Service Peer Membership).
- 1.1.13. **Peer Group Membership Agreement** means the 'Terms & Conditions of Sales Leader Forums Membership' as detailed in Clauses 25 - 31.
- 1.1.14. **Membership Fee** means the fee payable annually or monthly in advance for participation in Sales Leadership Forums

2. MEMBERSHIP

- 2.1. This Agreement forms a legally binding agreement between Member and Sales Leader Forum (SLF) and governs the Member's access and use of the SLF Resource Library and any services therein (collectively the "Membership Services").
- 2.2. By accessing or using any of the Membership Services and by accepting these Terms & Conditions through paper or electronic means, you agree to be bound and abide by this Agreement and any amendments thereto. Read this Agreement carefully before using any of the Membership Services, especially since this Agreement may affect your legal rights, such as requiring binding individual arbitration, and limiting your right to bring a lawsuit or class action. If you do not agree to these Term & Conditions, please immediately cease use of any of the Membership Services.

3. DISCLAIMERS

- 3.1. SLF Resource Library, and other Member Services are provided 'as is' and SLF makes no warranties, express or implied, as to the fitness for a particular use or purpose, title, non-infringement or any other warranty, condition, guarantee, or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by the Service.
- 3.2. SLF is in no way responsible or liable for your interactions with others and your actions and interactions are your exclusive responsibility. SLF is also not responsible or liable for any Content posted by other Members. If a Member provides any Content for posting to SLF Resource Library, SLF shall be permitted to use such posted Content for any legal purpose, as a royalty-free license, but otherwise claims no proprietary rights to Member's content.

4. REGISTRATION

- 4.1. All Members, regardless of level of membership, must register to use the Membership Services and accept these Terms & Conditions.

- 4.2. On registering, you will choose a unique identifier and password. You are responsible for ensuring the continued accuracy, security, and confidentiality of this information. You will also be asked to provide billing information, which will be subject to the same requirements of accuracy, security, and confidentiality. Providing false or inaccurate information, or using the Membership Services for fraudulent or unlawful activity is grounds for immediate termination of this Agreement.
- 4.3. **Members registering for Membership to a Peer Group Forum must refer to Clauses 25 - 31 of this Agreement. These Clauses are not applicable to non Peer Group Members.**

5. USE

- 5.1. You agree not to use the Membership Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to undertake any action which may damage SLF in any way.
- 5.2. You further agree not to use SLF or Membership Services:
 - 5.2.1. To harass, abuse, or threaten others or otherwise violate any person's legal rights;
 - 5.2.2. To violate any intellectual property rights of SLF or any third party;
 - 5.2.3. To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
 - 5.2.4. To perpetrate any fraud;
 - 5.2.5. To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
 - 5.2.6. To publish or distribute any obscene or defamatory material;
 - 5.2.7. To publish or distribute any material that incites violence, hate, or discrimination towards any group;
 - 5.2.8. To unlawfully gather information about others

6. FEES

You agree to pay SLF membership fees ("Fees") at the execution of this Agreement and as SLF requires thereafter. You will be shown the specific Fees applicable to the Membership Services at the time of execution and will pay such Fees through SLF's online payment system. Fees are payable, in advance, as described therein.

7. RELEASE

You hereby release Sales Leader Forums, as well as any of SLF's affiliates, licensors, suppliers, subsidiaries, parents or other legal representatives, from any claims, demands, damages or other legal action which may arise from your dispute with any other Member.

8. TERMINATION

This Membership Agreement shall continue until terminated by either Party.

- 8.1. To cancel your Membership, please email us at via [CONTACT US](#) on this Website.
- 8.2. Membership privileges and services will be withdrawn if membership fees are not paid by the due date and will remain so until outstanding membership fees have been paid.
- 8.3. This Agreement may also be immediately terminated in the event that there is a breach of the terms of this Agreement by either Party.

9. LIMITED LICENSE

- 9.1. You acknowledge and agree that SLF's name, services, and any logos, designs, text, graphics, software, Content, files, materials, and any other intellectual property rights contained therein, including without limitation, any copyrights, patents, trademarks, proprietary or other rights arising thereof, are owned by SLF or its affiliates, licensors, or suppliers.
- 9.2. You acknowledge and agree that the source and object code of certain Membership Services and the format, directories, queries, algorithms, structure, and organization of the same are the intellectual property, proprietary, and confidential information of SLF and its affiliates, licensors, and suppliers.
- 9.3. You expressly agree not to do anything inconsistent with SLF's ownership of all of the intellectual property discussed herein. You further agree that there are no rights, title, or interest in or to any Membership Services, except as stated in this Agreement. In addition, except as expressly set forth in this Agreement, Member is not conveyed any right or license by implication, estoppel, or otherwise in or under any patent, trademark, copyright, or other proprietary rights of SLF or any third party.
- 9.4. For any Membership Services which enable you to use any software, Content, equipment or other physical or non physical materials owned or licensed by SLF, SLF grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the specific Membership Services, and any related software, Content, equipment or other materials FOR PERSONAL, NON-COMMERCIAL USE ONLY.

10. RESTRICTIONS

You are prohibited from selling, reselling, or making commercial use of the Membership Services, unless Member has specifically an executed agreement with SLF that expressly allows for such activity.

11. THIRD-PARTY SERVICES

Certain Membership Services may integrate, be integrated into, or be provided in connection with third-party websites, services, Content, and/or materials ("Third-Party Services"). SLF does not control any Third-Party Services. SLF makes no claim or representation regarding the Third-Party Services and accepts no responsibility for the quality, Content, nature, or reliability of Third-Party Services. There is no implied affiliation, endorsement, or adoption by SLF of these Third-Party Services, or their providers, and SLF shall not be responsible for any Content provided on or through these Third-Party Services.

12. MEMBER CONSENTS

You agree and verify that all of the information you have given SLF and its representatives is accurate, up to date, and without the omission of any requested information. You agree and verify that even if they have omitted any necessary personal information, whether knowingly or unknowingly, they will hold SLF harmless against all liability for any damages that may occur to you or others because of your actions or inactions. You agree to notify SLF of any changes or upcoming changes concerning their personal information.

13. ASSUMPTION OF RISK

You agree and understand that participation in the Membership Services may involve risks. These risks may lead to tangible or intangible harm, and you agree that these risks may result not only from their own actions but also from the actions of others. With the knowledge and understanding of these risks, you choose, of your own will and volition, to continue participating in the Membership Services.

14. LIMITATION OF LIABILITY

You must bear the risk of any liability relating to your use of our system. Accordingly, your use of the SLF Resource Library is entirely at your sole risk. SLF will not be responsible to you or any third parties for any direct or indirect, consequential, special or punitive damages or losses you may incur in connection with our system, your use thereof or any of the data or other materials transmitted through or residing on our system, regardless of the type of claim or the nature of the cause of action, even if we have advised of the possibility of such damage or loss.

15. INDEMNIFICATION

You agree to defend and indemnify SLF and any of its affiliates (if applicable) and hold them harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the activities, Member's breach of this Agreement, or your conduct or actions. You agree that SLF shall be able to select its own legal counsel and may participate in its own defense, if so desired.

16. REPRESENTATION

You agree that you are over 18 (eighteen) years of age and may legally consent to and enter into this Agreement.

17. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. The Agreement shall be effective as of the date set forth above.

18. SURVIVAL

Any provision of this Agreement which by its terms imposes continuing obligations on either of the parties shall survive termination of this Agreement.

19. SEVERABILITY

If any part or subpart of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and subparts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

20. DISPUTE RESOLUTION

- 20.1. If you are located in Australia and if the Parties are unable to resolve the Dispute with 15 Business Days after receipt of the Dispute Notice, either Party may (by written notice to the other Party) submit the Dispute to mediation administered by the Australian Disputes Centre (ADC), with such mediation to be conducted in good faith, state noted in the GOVERNING LAW provision of this Agreement, in accordance with the ADC Mediation Guidelines. The costs of mediation are to be split between the Parties, provided that each Party will bear its own costs in relation to the mediation.
- 20.2. If the Dispute has not been settled within 15 Business Days after the appointment of a mediator, or such other period as agreed in writing between the Parties, the Dispute may be referred by either Party (by written notice to the other Party) to litigation. A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including

any question regarding its existence, validity or termination) without first following the procedures set out in this clause.

- 20.3. If you are located outside of Australia and if the Parties are unable to resolve the Dispute with 15 Business Days after receipt of the Dispute Notice, either Party may (by written notice to the other Party) submit the Dispute to arbitration administered by the Australian Centre for International Commercial Arbitration (ACICA), with such arbitration to be conducted in good faith, in New South Wales, Australia, in English and in accordance with the ACICA Arbitration Rules. The costs of the arbitration will be shared equally between the Parties and the determination of the arbitrator will be final and binding.

21. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New South Wales, Australia without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in New South Wales, Australia.

22. NOTICES

All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the first page of this Agreement. All notices shall be delivered by via [CONTACT US](#) on this Website or at the address which the parties may designate to each other, personal delivery, nationally recognized overnight courier (with all fees prepaid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only if (a) the receiving party has received the Notice and (b) the party giving the Notice has complied with the requirements of this section.

23. HEADINGS

Headings to this Agreement are for convenience only. Headings shall in no way affect the provisions themselves and shall not be construed in any way that would limit or otherwise affect the terms of this Agreement.

24. ENTIRE AGREEMENT

This Agreement, and where applicable the following Terms & Conditions relating specifically to Peer Group memberships, constitutes the entire understanding between the Member and Sales Leader Forums with respect to any and all use of the Membership Services. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the Parties' relationship.

EXTENSION OF TERMS & CONDITIONS (25 to 30) APPLICABLE ONLY TO THOSE APPLYING FOR PEER MEMBERSHIP ONLINE OR FULL SERVICE PEER MEMBERSHIP.

TO BE CLEAR THESE TERMS (25 to 30) DO NOT APPLY TO OTHER MEMBERSHIP LEVELS. IF YOU ARE SIGNING UP TO OTHER MEMBERSHIP LEVELS SUCH AS SALES RESOURCE LIBRARY OR SALES ACCELERATOR THE TERMS 25 to 30 DO NOT APPLY

25. MEMBER COMMITMENT

I agree to attend and actively participate in all meetings, and:

- 25.1. understand should I miss two (2) Meetings in a row or three (3) Meetings annually, my Peer Group has the right to request my removal from the Group if this condition is not met.
- 25.2. agree to hold other Members accountable in a constructive and positive manner, and to accept my peers doing likewise with me.
- 25.3. agree to participate in SLF's Acceptance Process for New Members and understand unanimous acceptance required therefore agree not to not unreasonably veto a new application for Membership.
- 25.4. agree to keep all discussions and conversations absolutely confidential and to abide by the Principles of Membership (Clause 27).
- 25.5. agree to provide a minimum of three (3) months' written notice if I intend to discontinue my membership. I acknowledge that I am liable for fees to the end of that 3 months' notice period. I agree that during the 3 month notice period, the membership fees will be calculated by reference to the relevant SLF membership fees (as applicable) and not any Leave of Absence or Special Leave fees.
- 25.6. agree SLF may, in its absolute discretion, cancel my membership and terminate this agreement by giving me 3 months' notice in writing. My membership may also be terminated by SLF giving me 7 day's written notice if SLF, in its absolute discretion, considers I have breached the Principles of Membership or I have not met the conditions defined in this Agreement
- 25.7. understand that the role of SLF is to facilitate peer connection meetings and speaker workshops that offer knowledge sharing and experiential learning.
- 25.8. understand and agree that SLF, its Chairs, employees, speakers and its members offer their comments and suggestions about any concerns and problems only to stimulate analysis and discussion and not in such a way that they specifically will be acted upon or relied upon by me. I am solely responsible for evaluating the value and correctness of any comments or suggestions given in the course of, or in connection with, my membership of SLF. The Company and I acknowledge that SLF, its Chairs, employees, speakers and members each expressly disclaim any duty of

care or liability to any person including, without limitation, the Company and myself arising out of reliance on anything said or represented by any of them.

- 25.9. If I do take any action or decision following any discussion, comment or suggestion made in the course of or in connection with my membership with SLF, I acknowledge that I am totally responsible for the outcome of my actions and decisions, and to the extent permitted by law I release each of SLF, its Chairs, employees, speakers and other members from all claims, liability and responsibility which I have or could, would or might but for this release have or have had against SLF, its Chairs, employees, speakers and other members in any way for any loss arising as a result of any reliance on any representation or suggestion made to me or anything else that is said or occurs in the course of or in connection with my membership of SLF, including, without limitation, claims for negligence. The releases in this paragraph are ongoing and survive termination of this agreement.
- 25.10. I agree that the information divulged by other members of a SLF group to me is their confidential information and may not be divulged by me to any third party including without limitation the Company or its employees. To the extent that if I divulge any confidential information of the Company or its group, I have the Company's consent to do so. SLF acknowledges that all member information is confidential between SLF and the member unless there is prior agreement between both parties.
- 25.11. I acknowledge and consent to the recording by SLF of part or all of any sessions or meetings run by SLF. I further acknowledge and agree that SLF may provide a copy of the speaker session recording to members and Chair of my group strictly for their personal and confidential use. Any such copy is provided on the terms that no copies can be made by the recipient and that the contents are confidential information and may contain trade secrets.
- 25.12. The obligations of confidentiality in this agreement are ongoing and survive its termination.

26. SALES LEADER 'PEER GROUP FORUMS'

- 26.1. Sales Leader Peer Group Forums create an exclusive environment, bringing together a group of Sales Leaders and/or other business leaders or business owners from similar companies who collaborate to learn from each other and to help each other with solutions to issues in their sales operation. A peer group that shares its experiences, discusses what has and hasn't worked, offers support and guidance, helps broaden your perspective and develop your sales.
- 26.1.1. All Peer Group Forums are held in a confidential group setting with other Sales Leaders.
- 26.1.2. Each Full Service Peer Group Forum will meet 6 times per year for approximately 4 hours 4.5 hours per meeting or as agreed with the group members and Chair. Full Service Peer Membership meetings are held in a physical meeting facility agreed by the peer group members, and include up to 14 sales leaders.

- 26.1.3. Each Peer Membership Online Forum will meet 10 times per year for approximately 2 hours 2.5 hours per meeting or as agreed with the group members and Chair.
- 26.1.4. Peer Membership Online meetings are conducted via Zoom or other online meeting platforms as may be agreed, and include up to 10 sales leaders.
- 26.1.5. Members may attend the annual 1 day multi-forum Summit at no additional cost (excluding travel and accommodation). This summit brings together all members of all local (regional/national) Sales Leadership Forums.
- 26.1.6. Access to at least 5 periodic guest speaking events per annum at no additional cost¹. These events are independent of and in addition to regular Peer Group Forum meetings.
- 26.1.7. Full Service Peer Group Members will have access to regular coaching sessions with your Peer Group Forum Chair (one (1) one-to-one session per quarter)
- 26.1.8. Exclusive online resources and best practice toolkits will be available to members only.

¹ Full Service Peer Membership only.

27. PRINCIPLES OF MEMBERSHIP

The success of your Sales Leadership Peer Group Forum depends on the participation, cooperation and professionalism of its members. Peer Groups International believe for members to receive the best return on their membership investment, groups should be 'by members.

To protect the interests of SLF and your fellow Peer Group members, in joining Sales Leadership Peer Group Forum, you agree to accept and adhere to the following Values and Meeting Principles and any others that you and your peer forum members agree to add specifically for your group:

27.1. Our Values

- 27.1.1. **Confidentiality** – we respect each other's confidential information and do not share anything outside the group without express permission.
- 27.1.2. **Openness** – we are frank and open minded at all times. We are also alive to the possibility that sometimes we may be wrong.
- 27.1.3. **Honesty** – we always act honestly.
- 27.1.4. **Contribution** – we contribute our skills, experience and ideas to the group freely
- 27.1.5. **Respect** - we respect each other's opinions and beliefs, even when we disagree with them. We respect each other irrespective of sex, race, religion (or lack thereof), colour, sexual preferences, political opinions and the sporting teams we follow.
- 27.1.6. **Fun** – we want to learn, to grow, to share – and to have fun while doing so.

27.2. Our Meeting Principles

- 27.2.1. **Sharing Knowledge and Experiential Learning** - we will encourage the sharing of individual skills, insights and strengths to help each other develop and address challenges and opportunities we may be facing within our business and our roles as Sales Leaders.
- 27.2.2. **Accountability** - we accept that our peers will hold us accountable to the actions we agree to undertake.
- 27.2.3. **Participation** - we participate fully in the speaker session of the meeting, the executive session, the one-to-one meeting and networking activities.
- 27.2.4. **Responsibility** - we take responsibility for the success of this peer group by maintaining their focus on the issues specific to the group and the topic being discussed.
- 27.2.5. **Devil's Advocacy** – we are able to disagree and point out discrepancies and inaccuracies – yet we do it respectfully.
- 27.2.6. **Disagreement** – when we disagree we do it with respect. We disagree with the opinion, not with the person.
- 27.2.7. **Responding to criticism** – when our ideas or opinions are criticised we don't take it personally. We ask ourselves; "is it possible I am mistaken?" If we are, we accept the criticism. We may or may not choose to act upon it. If we decide we aren't mistaken we offer our perspective in a positive manner.
- 27.2.8. **Giving feedback** – we give feedback freely, openly, honestly and respectfully.
- 27.2.9. **Reaching consensus** – on group decisions we work to achieve consensus wherever possible.
- 27.2.10. **Attention** – we pay attention at all times. Multi tasking destroys value in a peer group environment.
- 27.2.11. **Reasonableness** – we strive to be reasonable at all times using good judgement to be fair and practical in how meetings are conducted and decisions reached.
- 27.2.12. **Respect** - we will be respectful of each other's feelings, views and concerns at all times. We will respect everyone's right to participate equally in discussions.
- 27.2.13. **Forum Attendance** - The success of this forum will depend on the regular attendance of all members and active participation. To that end the members will have the right to ask a member to stand down if they do not attend for 2 consecutive meetings or 3 meetings in a year. Members will arrive at meetings on time and stay through until the meeting ends.
- 27.2.14. **Committed Attention** - we will arrange not to be disturbed during SLF meetings, one-to-one meetings or other SLF activities unless there is a real emergency.
- 27.2.15. We **Act Professionally** and ethically and do not engage in any conduct which is illegal, or is, or has the potential to risk or cause harm to the reputation, business or viability of SLF or its members or bring SLF or its members into disrepute.

28. **'No competition' GUARANTEE**

- 28.1. Because you and your fellow Sales Leadership Peer Group Forum members will be sharing knowledge and information about your business; and providing frank and fearless peer feedback and advice to each other, it is essential that there are no direct competitors in the same group. This will be guaranteed by allowing you and other existing members of a group to deny entry to anyone who is deemed to be a direct competitor.
- 28.2. Should someone apply to join a group and be denied on this basis, they will be given first option in forming a new group. Similarly, should your employment or role change you will immediately advise your Peer Group Forum Chair who will liaise with other members to determine if they believe you will be a direct competitor to any members. Should this be the case you will be offered membership to an alternate group if and when available.

29. **ADDITIONAL FEES**

- 29.1. **Coaching Fee:**
 - 29.1.1. Four free coaching sessions per annum are included in the Full Service Peer Group membership fee. No free coaching sessions are provided to on-line peer group members.
 - 29.1.2. Additional monthly one-to-one coaching sessions are available at a fee of \$AUD380 per session excluding GST and other taxes, or as amended and published by SLF.
- 29.2. **Special Leave Fee:**
 - 29.2.1. Sales Leader Forums understands the pressure on sales leaders and business owners may mean, from time-to-time, your participation in your Peer Group must be put on hold. You may request a Leave of Absence for up to six (6) months due to travel, work commitments, financial stress or other reasonable cause. This will mean that your Membership is put on hold for you to return after you've completed your Leave of Absence.
 - 29.2.2. Special Leave Fee will be AUD200/month excluding GST and other taxes, or as amended and published by SLF.

30. **DEFINITIONS**

- 30.1. **Acceptance Process** means SLF's defined process for accepting New Members into a Group.
- 30.2. **Member** means the individual applying for Membership to a Sales Leader Forum as nominated in Clause 1.1.1 of this Agreement.
- 30.3. **Chair** means the SLF accredited person responsible for facilitation and management of a Peer Group Forum.
- 30.4. **Coaching** means the one-on-one coaching sessions provided to you by your Chair, or with agreement by another SLF accredited Chair.
- 30.5. **Company** means the employer or the Member as nominated on the Membership Registration page of the website..
- 30.6. **Confidential, to keep Confidential** means to refrain from sharing with others, except with the express consent of those parties, individuals or groups sharing information.

- 30.7. **Confidential Information** means all information and materials in any form, including information and materials concerning one or more Group Companies and any Client, and includes business and marketing plans and methods; marketing strategies; reports, proposals, tenders and expressions of interest; passwords and employee log-in information; information contained within our databases; financial information (including billing details); company manuals, policies, procedures and training materials; designs, trade secrets, drawings, know-how and techniques; profit and loss statements, balance sheets and any other accounting or financial information; any job cost information including backlog reports; lists of suppliers, consultants, contractors, others with whom a Group Company enters into contracts with, and terms of contracts or arrangements with third parties; Intellectual Property; third party information disclosed in confidence; information relating to client activity whether or not of a commercially sensitive nature; and commercially sensitive information and other business intelligence and/or any other information or documents which we indicate to be confidential or which a reasonable person would expect from its nature to be confidential, but does not include information and materials which are in the public domain (other than by way of unauthorised disclosure).
- 30.8. **Dates** means the dates to provide the Services, agreed between us, confirmed in writing (including by email) from time to time.
- 30.9. **Forum** means a Peer Group or Group.
- 30.10. **Full Service Peer Membership** means membership to a group of up to 14 sales leaders meeting in a physical environment, facilitated by a Chair.
- 30.11. **Genuine Need** means maternity, paternity or other carers leave, health issues, study leave, extended travel, launching new business ventures or other critical personal or business needs as presented to and agreed by PHI Management.
- 30.12. **Group** means a group of Members meeting under a single Chair.
- 30.13. **Joining Fee** if applicable, means the fee payable to Peer Forums International for the processing of Membership.
- 30.14. **Leave of Absence** means any agreed and approved absence from Peer Group attendance greater than 2 consecutive Meetings for a genuine need.
- 30.15. **Special Leave Fee** means the fee payable by the Member to SLF to reserve a place in a Group during a Leave of Absence or other agreed extended leave from the group for personal or business reasons.
- 30.16. **Membership Fee** means the fee payable annually or monthly in advance for participation in Sales Leadership Forums Peer Groups.
- 30.17. **Peer Membership Online** means membership to a group of up to 10 sales leaders meeting in a virtual environment, facilitated by a Chair.
- 30.18. **Principles of Membership** means the Principles of Memberships provided to you as part of this Agreement and as amended, with approval, by your Peer Group and by Us from time-to-time.

31. ACTIVATION OF AGREEMENT

31.1. This Agreement becomes operative when:

31.1.1. Payment has been received and processed by SLF:

31.1.2. SLF has advised you, or my Company, in writing that the application has been successful.