

MONAT
MOTOR
Club



MONAT MOTOR CLUB
TERMS AND CONDITIONS
NEW ZEALAND

Are you driven? Let MONAT drive you! Put your pedal to the metal, hard work has its rewards! MONAT values Market Partners who achieve success and maintain consistency and for that, we will reward you with this Motor Club bonus – earned by you, paid by MONAT!

Dare to drive!

INITIAL QUALIFYING PERIOD

The first step to qualify for the MONAT Motor Club program is to maintain a “Paid-As” rank of Market Mentor or higher for six consecutive months. **Note:** All Market Partners must complete this initial qualification period to join the MONAT Motor Club.

Example of a qualification:

1. September “Paid-As” MM - First qualifying month
2. October “Paid-As” MM - Second qualifying month
3. November “Paid-As” MM - Third qualifying month
4. December “Paid-As” MM or above - Fourth qualifying month
5. January “Paid-As” MM or above - Fifth qualifying month
6. February “Paid-As” MM or above – Sixth qualifying month (eligible to participate in the Motor Club in March!)

QUALIFYING GUIDELINES

- If you have five consecutive months at “Paid-As” Market Mentor status but miss the sixth month, your qualification period will reset, and you will have to restart the six-month qualification period all over again. (Note: this is only during the initial qualification period).
- If you have completed the six-month qualification period and decide not to get a car within your first month of eligibility, you must be “qualified” (i.e., “Paid-As” Market Mentor or higher) the month of which the paperwork is submitted.
- The purchase or lease of the vehicle should be made after you receive the official Motor Club invitation confirming your Motor Club qualification.

JOIN THE CLUB

Upon completion of the initial qualifying period you will receive an official email from MONAT inviting you to participate in the MONAT Motor Club Programme along with the Terms and Conditions. The following steps are required to successfully join the Club:

1. Obtain your white BMW, Jaguar or Range Rover. (Please refer to THE VEHICLE section of this document to view the full requirements.)
2. Send the following documents to motorclub@monatglobal.com
 - A copy of the Acknowledgment Form signed by you and a witness
 - A copy of the personal contract purchase or lease agreement
 - A document from the dealership which indicates the colour of the vehicle

After MONAT receives and accepts the signed Acknowledgment Form and the copy of the personal contract purchase or lease agreement and has verified that your MONAT Market Partner Account is in good standing, MONAT will notify you by email that you have successfully completed the process and are part of the MONAT Motor Club.



MONAT MOTOR CLUB REWARDS

QUALIFYING BONUS (DOWN PAYMENT):

MONAT will send you a one-time qualifying bonus of \$4,500 to use toward the down payment of your purchase or lease of a white BMW, Jaguar or Range Rover.

The MONAT Motor Club bonus may NOT be used for an existing purchased or leased vehicle, but must be used for a white BMW, Jaguar or Range Rover purchased or leased after the qualification requirements have been met and you have received an official email to join MONAT Motor Club.

MONTHLY CAR PROGRAMME BONUS:

As a part of your monthly commission earnings, we will include a Motor Club bonus based on your "Paid-As" rank for a period of up to 60 months. Payouts are outlined in the chart below:

RANK	MARKET MENTOR	MANAGING MARKET MENTOR	ASSOCIATE EXECUTIVE DIRECTOR	EXECUTIVE DIRECTOR	SENIOR EXECUTIVE DIRECTOR
CAR BONUS	\$1,125	\$1,125	\$1,690	\$1,690	\$2,250

Note: Should a Market Partner drop below their qualifying rank for the car programme bonus, she or he will be "Paid-As" the rank they were "Paid-As" in the month. For example: if you were "Paid-As" ED in March and then "Paid-As" Managing Market Mentor in April, your April car programme bonus would be \$1,125 (and not \$1,690). If your "Paid-As" rank drops below Market Mentor for a specific month, you will not receive a MONAT Motor Club bonus for that month.

GRACE PERIOD

Should you not qualify at the minimum "Paid-As" status of Market Mentor after your acceptance in the Motor Club programme, MONAT will pay the MONAT Motor Club bonus at Market Mentor level of \$1,125 for a total of two months of grace in a calendar year based on the criteria outlined below:

- A Grace Month will be paid only if the "Paid-As" rank is MMB or AMM in that particular month.
- Grace Months cannot be used consecutively.
- Before the second month of grace can be used, you must regain "Paid-As" rank of Market Mentor or higher.
The calendar year starts in January and ends in December.
- The Grace Month count will reset January 1st of each year.
- If your rank drops below that of MMB, the grace payment will not be issued, but it will still be counted as one of your two Grace Months.

Market Partners who have used both grace months in a calendar year are not required to meet any re-qualification prior to receiving the Motor Club bonus again. They must simply regain a "Paid-As" status of Market Mentor or higher.



VEHICLE

Upon receiving the Motor Club invitation email, you must work directly with the car dealership of your choice to locate the white BMW, Jaguar or Range Rover you choose and agree to purchase or lease. The vehicle must be:

1. A white BMW, Jaguar or Range Rover. Aside from the exterior colour, there are no restrictions on the model or features.
2. Five years old or newer (at the time of the purchase or lease). If the vehicle is pre-owned/used, it must be in like-new condition.

The Market Partner must be listed on the personal contract purchase or lease agreement as the Buyer/Leasee or Co-Buyer/Co-Leasee.

MARKETING AND TESTIMONIALS

1. When you receive your white BMW, Jaguar or Range Rover, you must provide a photo and testimonial to MONAT so that we may feature you in print, web, or marketing pieces. Please provide the following:

- High resolution digital picture of you with your white BMW, Jaguar or Range Rover, sent to motorclub@monatglobal.com;
- Short testimonial about how it feels to receive your new white BMW, Jaguar, Range Rover or BMW
- Name, Market Partner ID number, Rank, City, Country.

2. You acknowledge and agree that all such pictures and testimonials, and all rights, title, and interest become the property of MONAT and that MONAT may use such pictures and testimonials on its website, in print and in other media and that you shall receive no compensation for such use.

3. You agree and acknowledge that any social media content created or posted by you or your teams will not contain any of the following:

- Images, photos or videos taken from BMW's or JRL's website
- Hashtags which include Jaguar/Range Rover/BMW eg: #Jaguar #RangeRover, #BMW
- All content that contains the Jaguar/Range Rover/BMW trade marks
- Photos and/or videos taken inside BMW, Jaguar or Range Rover Showrooms/dealerships which show dealership signage, BMW, Jaguar or Range Rover branding and/or employees of the dealership.



ADVISORY

Please be aware of the following important points regarding your participation in the MONAT Motor Club:

- The contract you execute for the purchase or lease of your vehicle will be between you and the car dealership or financial institution.
- MONAT's obligation under this programme is to pay Motor Club bonuses to you based on these Terms & Conditions after you have complied with the requirements set forth herein to begin receiving such sums.
- MONAT will not offer advice to you regarding your ability to honour a lease or financing arrangement or with respect to the term of any such agreement. The sale or lease agreement is between you and the lessor or seller of the vehicle.
- Purchasing or leasing a vehicle is a long-term financial decision and should be given serious thought, taking into consideration your overall financial circumstances.
- The MONAT Motor Club bonus must be used for the monthly purchase or lease payment of a white Jaguar, Range Rover or BMW. Bonus funds in excess of the payment are to be used at the Market Partner's discretion.
- Before you make a final decision regarding your Jaguar, Range Rover or BMW purchase or lease, you should understand the details of the programme. You must carefully read and review the program guidelines before signing and returning the Acknowledgement Form. This is required prior to participation in this program.

As an SED, if you have a current lease, our recommendation is to wait until your current lease expires. If you choose to upgrade before your current lease expires, MONAT is not responsible for any fees incurred as a result of the upgrade, and you do it at your sole and absolute discretion.

MONAT highly recommends that you be completely comfortable financially when making the decision to enter into a personal contract purchase or lease agreement. In addition to the monthly lease or vehicle loan payments, there will be other costs associated with your purchase. These include, but are not limited to insurance, and maintenance as well as responsibility for taxes. We want you to be completely comfortable with these costs before participating in the MONAT Motor Club programme.

Important Considerations

You cannot combine efforts with other Market Partners for the benefit of a single membership. You must be "Active" and remain in good standing in accordance with your **MONAT Global Market Partner Agreement**, to be eligible to participate in the MONAT Motor Club bonus programme.

The participation of any individual in the **MONAT Motor Club** bonus programme is solely at his or her own discretion. The contract you execute to lease or purchase your white Jaguar, Range Rover or BMW will be between you and the car dealership and/or financial institution. MONAT is not liable for any financial transaction that you enter into in reliance on the MONAT Motor Club bonus programme.

By participating, you agree that THE TERMS & CONDITIONS OF THE **MONAT MOTOR CLUB** ARE SUBJECT TO CHANGE WITHOUT NOTICE TO YOU AND THE MONAT **MOTOR CLUB BONUS** PROGRAMME MAY BE TERMINATED AT ANY TIME OR THAT THE AMOUNTS PAID UNDER THE PROGRAMME MAY BE CHANGED AT ANY TIME. **MONAT** DOES NOT GUARANTEE THAT THE AMOUNTS YOU RECEIVE UNDER THE MONAT MOTOR CLUB BONUS PROGRAMME WILL CONTINUE FOR THE TERM OF YOUR CAR LEASE OR PURCHASE CONTRACT OR ANY SET PERIOD OF TIME WHATSOEVER.

Should **MONAT** alter or terminate the **MONAT Motor Club** bonus program, all Market Partners who are active in the program will continue their program, according to the terms they initially agreed to when they first qualified until any conditions outlined below under Termination of **MONAT Motor Club** Bonus Programme, are met.

By participating in the **MONAT Motor Club** bonus programme, you release **MONAT Global Corp** and its subsidiary and affiliated entities and their respective, employees, officers, directors, agents and all others associated with the development and execution of this programme ("Released Parties"), from any and against any and all liability and all injury, loss or damage caused or claimed to be caused by your participation in the **MONAT Motor Club** bonus programme and/or the acceptance, awarding, receipt, operation, use or misuse of the vehicle, and you agree that the Released Parties are not responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the promotion or the award of any bonus in connection with your lease or purchase of any vehicle.

By participating in the **MONAT Motor Club** bonus programme, and by accepting payments from **MONAT** under the programme, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with this programme, shall be resolved by **MONAT** in its sole discretion and in accordance with your **MONAT Global Market Partner Agreement** and **MONAT** Policies and Procedures, as amended from time to time, which are incorporated by reference herein.

- Acceptance of the **MONAT Motor Club** bonus constitutes your authorisation to **MONAT** to use your name, photos, image and likeness and personal information for purposes of advertising/trade in any and all media worldwide without further notice or compensation to you, unless prohibited by law.
- By participating in the **MONAT Motor Club** bonus programme, you (i) agree to be bound by these Terms & Conditions, including all eligibility requirements, and (ii) agree to be bound by the decisions of **MONAT Global**, which are final and binding in all matters relating to this programme. Failure to comply with these Terms & Conditions may result in disqualification from this programme.

Once your initial Motor Club terms have expired, you have the opportunity to continue participating in the programme. The requirements are as follows:

You must purchase or lease a different white Jaguar, Range Rover or BMW and send the following documents to motorclub@monatglobal.com

- A copy of the Acknowledgment Form signed by you and a witness
- A copy of the personal contract purchase or lease agreement
- A document from the dealership which indicates the colour of the vehicle

Please reference the 'vehicle section' of this document for additional requirements regarding the vehicle.

ACKNOWLEDGMENT

The undersigned **MONAT Global** Independent Market Partner (“Participant”) is eligible to participate in the **MONAT Motor Club** program that is described in the attached **MONAT Motor Club Terms and Conditions** (“Terms and Conditions”). By signing below, Participant acknowledges that he/she has received, read and agrees to the Terms and Conditions, and further agrees as follows:

1. Participant’s purchase or lease of a white Jaguar, Range Rover or BMW (in accordance with the Terms and Conditions) is a condition for receiving the **MONAT Motor Club** bonus payments described in the Terms and Conditions. In the event Participant does not purchase or lease a qualifying vehicle in accordance with the Terms and Conditions, Participant shall not be entitled to receive the **MONAT Motor Club** bonus payments described in the Terms and Conditions.

2. In the event that Participant does purchase or lease a qualifying vehicle, Participant’s right to receive **MONAT Motor Club** bonus payments shall automatically terminate:

- a. If Participant no longer owns or leases the qualifying automobile;
- b. 60 months have elapsed from the date that the loan or lease was entered into;
- c. Participant fails to comply with any other requirements described in the Terms and Conditions; or
- d. Participant is no longer an Active Market Partner in good standing.
- e. Market Partner must notify the Motor Club Support Department of any changes to personal contract purchase or lease agreement.

3. Participant understands that Participant is not obligated to purchase or lease a white Jaguar, Range Rover or BMW. If Participant does purchase or lease a qualifying white Jaguar, Range Rover or BMW, Participant acknowledges that he/she will, at all times, be personally and solely responsible for the payment to the financial institution for all purchase or lease amounts and/or any other amounts relating to such purchase or lease of the vehicle, or any amounts relating to the licensing, registration, insuring, operation, or maintenance of the same. Participant further understands that **MONAT** will not:

- a. Participate in any negotiations regarding Participant’s purchase or lease of a qualifying white Jaguar, Range Rover or BMW
- b. Sign (in any capacity whatsoever) the personal contract purchase or lease agreement, or any other documents, relating to Participant’s purchase or lease of any automobile; or
- c. Be liable in any way whatsoever to any automobile dealer, financial institution, or any other individual or entity for any financial or other obligations relating to Participant’s purchase or lease of a qualifying white Jaguar, Range Rover or BMW. **MONAT**’s only obligation with respect to Participant’s purchase or lease of a qualifying automobile will be to pay Participant’s bonus directly to Participant in such amounts and for such periods of time as described in the Terms and Conditions.

4. You acknowledge and agree that by becoming a Participant in the **MONAT Motor Club**, for purposes of **MONAT Policies and Procedures**, you will remain a “**MONAT Motor Club Member**” even if you later cease to own or lease your white Jaguar, Range Rover or BMW, and that all **MONAT Policies and Procedures** that apply to “**MONAT Motor Club Members**” shall continue to apply to you.

5. Participant has read and fully understands the Terms and Conditions and further acknowledges that he/she understands and appreciates the consequences of participating in the **MONAT Motor Club** and this Acknowledgment, and has had the opportunity to consult with his/her legal and tax advisors regarding any questions Participant has with respect to his/her participation in the **MONAT Motor Club**, the Terms and Conditions, this Acknowledgment and/or the economic, legal and tax consequences of the foregoing.

Signed: _____

Witness: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____