

IN THE FEDERAL COURT OF AUSTRALIA
VICTORIA DISTRICT REGISTRY

NO VID 578 OF 2007

**AUSTRALIAN COMPETITION AND CONSUMER
COMMISSION**

Applicant

IMAGINE ESSENTIAL SERVICES LIMITED
(ACN 104 433 098)

First Respondent

RICHARD EVANS

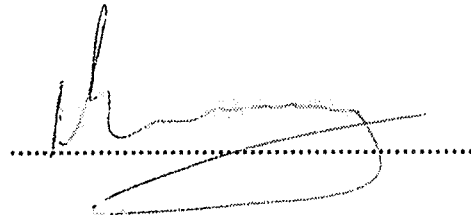
Second Respondent

THE TRIUMPHANT GROUP PTY LTD
(ACN 101 493 403)

Third Respondent

CERTIFICATE OF EXHIBIT SG-14

I certify that the document to which this certificate is attached is the exhibit "SG-14" referred to in the affidavit of SHANE CHRISTOPHER GROSSER made 23 November 2007 before me:



Matthew David Crowley
A Barrister and Solicitor of
the High Court of Australia

Filed on behalf of the Applicant by:

Australian Government Solicitor
Level 21, 200 Queen Street
Melbourne VIC 3000
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I M A G I N E

FASCIMILE

ATT: DANIEL PRIESTLEY
TO : Triumphant Events
FAX NUMBER : 07 3262 4720
DATE : 1st November 2004
PAGES : 5 (inc cover page)
RE : Agreement Document

Dear Daniel,

Please find attached Agreement document signed by Chris Paull and Mark Gomes. If you require Richard Evans to sign this document you will need to fax it to him.

Should you have any queries please feel free to contact me on the number below.

Regards,

Mark Gomes

ESSENTIAL SERVICES

Imagine Essential Services Pty Ltd
ABN 17 104 433 098

PO BOX 8802
Perth Business Centre WA 6849
P- 1300 136 369
F- 1300 794 354
www.imagineonline.com.au



PO Box 456
Spring Hill 4034
Ph 07 3831 0800
ACN 101 463 402 ABN 65 101 463 402

**Re: Letter of understandings between The Triumphant Group Pty Ltd TA
Triumphant Events and Imagine Essential Services Pty Ltd**

Key Points of this agreement:

- **Triumphant Events is contracted to run promotional events in Queensland between now and January 20, 2005.**
- **The Purpose of these events is to sell Imagine Essential Services Advisor Licenses.**
- **Triumphant Events will be paid 15% of the gross turnover of the sales generated.**
- **Upon receiving a deposit for a license 1% of the total value of that sale will be advanced to Triumphant Events and will be refundable if the license does not settle.**
- **Triumphant Events covers costs associated directly to the promotion, marketing and logistics of the sales presentations however we do not cover things such as speaker fees, travel costs, insurances and meals for Imagine staff, licensees or associates.**
- **Triumphant Events does not take responsibility for any breaches of law relating to franchising, licensing etc. We are solely involved in the promotion, marketing and logistics of running sales presentation events.**
- **All marketing material must be signed-off to state that Imagine endorses the marketing completely.**

A handwritten signature in black ink, appearing to be 'W. J. ...', is located in the lower right quadrant of the page.



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ACH 101 483 403 ABN 65 101 483 403

To the Directors of Imagine Essential Services,

Triumphant Events is very honoured to be working along side Imagine Essential Services. We have a commitment to excellence that will be seen through the results we create. We aim to bring a competitive edge to your licensee sales approach and create results above and beyond your expectations.

As always you will find that we are very straight shooters and we don't leave things to chance. We like to use clear communication for the benefit of all parties so that there is no confusion and we can all focus on creating exciting results. With that spirit in mind I have outlined the following letter of agreement.

As I understand it:

Triumphant Events become the marketing agent for Imagine Essential Services Licensees in Australia from October 2004 until January 2005. We shall then review this agreement.

Triumphant Events will cover all:

- Advertising expenses (artwork and newspaper ad placement costs);
- Venue hire;
- Audio visual equipment hire (AV);
- Sales commissions and administration of sales
- Our own internal administrative costs.

A fee of 15% of gross licensee revenues will go to Triumphant Events; excluding refunds, default payments and cancellations.

You and your associates will cover all of your own travel and accommodation expenses. All insurances that you require are also to be organised at your own expense.

Upon receiving a deposit for a license you agree that an advance of 1% will be paid to Triumphant Events to assist in the lengthy cash-flow cycle associated with settling licensees. For example, if a deposit were paid for a \$60,000 license a fee of \$600 would be paid to Triumphant Events with the balance owing upon settlement. If the license does not settle then this payment is completely refundable and will be paid back to Imagine Essential Services within 10 working days of you notifying us in writing.

The balance of 14% owing to Triumphant Events will be paid 14 days after the licensee has settled.

A handwritten signature in black ink, appearing to be 'J. J. J.', is located in the bottom right corner of the document.



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Triumphant Events operates based on the understanding that all seminar content is delivered in accordance with the law and does not breach any ASIC or ACCC regulations. We also have the understanding that you are legally able to deliver the services you provide ie. not engaged in any other contractual agreements that may prejudice our relationship or our obligation to the paying customer; and you do not give advice that you are unlicensed to give.

Triumphant Events is in no way responsible for:

- Any breaches in Government Legislation in the operation of Imagine Essential Services ie., ASIC regulation breaches, Licensing requirements, training requirements, advertising standards etc
- Any guarantee of results- We will do everything within our power to deliver the best possible results for Imagine Essential Services and its directors however we make no guarantee that any particular target will be met and will not be held liable for the success or failure of the business.
- Any workplace disputes or legal disputes involving staff, licensees, clients or suppliers.

Triumphant Events may make recommendations regarding the operation and marketing of Imagine Essential Services however all operational decisions including advertising material and marketing strategies are the sole responsibility of Imagine Essential Services.

Please understand once the marketing of an event commences it is vital that all runs according to plan. The key speaker at these events is to be Richard Evens and he agrees to fulfil the obligation to meet all speaking appearances, literature and support obligations.

Triumphant Events will supply in writing all requirements, event times and standards to Imagine Essential Services. If there are any problems regarding these areas we are to be informed no sooner than 24 hours prior to an event.

Should any key people from Imagine Essential Services miss an event, arrive late for an event, become intoxicated at an event, behave inappropriately, or fail to supply support materials at an event, you agree to become liable for all associated promotional and administration costs that arise as a result.

Once someone becomes a client, it is your responsibility to deliver the level of service and support you have promised. Even if you decide to stop running events or you change your relationship with Triumphant Events you are still responsible for delivering upon your promises to the paying clients that we generate.

As you would expect all artwork, advertising copy, designs, unique systems or other intellectual properties that are created by us to market your licenses will remain the property of Triumphant Events however will not be used outside of this agreement. All of your handouts, brochures and other intellectual property will remain your property and will not be used whatsoever by us without consent.

A handwritten signature in black ink, appearing to be 'H. Evans', is located in the bottom right corner of the document.



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All client details, client lists, company documents and supplier agreements that are created or existed prior to the involvement of Triumphant Events will remain privileged and confidential and will not be used outside this agreement. All staff or associated individuals of Triumphant Events will sign non-disclosure documents before they commence work on this project and will treat the image and reputation of Imagine with the utmost care and respect.

You understand Triumphant Events is contracted to other organisations to oversee the running of seminars and events. Some of these events may be similar in nature and may be operating in similar areas ie: Brisbane, Gold Coast. This is of no consequence to the agreement between Triumphant Events and Imagine Essential Services.

As much and as hard as we work towards that goal we also have to realise that external factors beyond our control can influence the success or failure of a business and therefore we can not be held accountable for these results and we must still be remunerated in a timely fashion.

Once again we look forward to being associated with you and look forward to a productive relationship together.

Acknowledged by


Daniel Priestley
Triumphant Events Pty Ltd

 (Sign)

Chris Paull (Print)

on behalf of the Directors of Imagine Essential Services

Richard Evans
CEO of Imagine Essential Services

 (Sign)

MARK GOMER (Print)
Witness