

**IN THE SUBORDINATE COURTS OF THE REPUBLIC OF SINGAPORE**

MC Suit No. 24750 of 2006/D

Between

**XL RESULTS FOUNDATION PTE LTD**  
(RC No. 200107729C)

... Plaintiffs

And

**LINDA RUCK**  
(Australia Passport No. E7081714)

... Defendant

**SUPPLEMENTARY AFFIDAVIT**

I, **LINDA RUCK** (Australia Passport No. E7081714) of 14 Chancery Hill Road #03-06 Singapore 309655, do make oath and say as follows:

1. I am the Defendant herein.
2. Insofar as the contents of this Affidavit are within my personal knowledge they are true and insofar as the contents of this affidavit are not within my personal knowledge they are true to the best of my information, knowledge and belief.

3. I crave leave of this Honourable Court to make this supplementary affidavit in support of my earlier affidavit filed and served on 14<sup>th</sup> February 2007.

*Background and Employment*

4. Before I was employed with the Plaintiffs, I worked for the Queensland (Australia) Government. I worked for the Queensland (Australia) Government for 11 years before resigning and moving to Vietnam to be a volunteer in a children's orphanage.
5. About a year later, I found work as a Public Relations Manager for the Marriott Group. I was also freelancing as a reporter for Vietnam News, Time Out, Vietnam Investment Review on human interest articles.
6. Sometime in or around 2002, I moved to Singapore. In around March 2002, I became acquainted with one Roger Hamilton ("RH") and was employed by a company known as Achievers International Pte. Ltd. as the personal assistant to RH, who was a director in the said company.
7. At the time, I told RH that my experience was vastly in the Public Relations industry and that I was only willing to work as his personal assistant for a

period of 6 months. I received a basic local salary of approximately S\$2,000 per month.

8. I came to know at the time that RH had other business concerns. One was a company promoting speakers- i.e. Competitive Edge Pte. Ltd. ("CE") and the other a local magazine company known as Expat Living Publications. **Exhibit "LR-2"**, is the information of the abovementioned companies.

*Birth of the Plaintiffs*

9. After about 6 months, RH discussed with me about a managerial position in CE. As the work is closely related to Public Relations, which involves the promotion of speakers and the organisation of these events, I accepted the offer and was thus employed by CE with a salary increase.
10. I was soon tasked to promote a "Life Membership" program in CE which promised, amongst other things the following:-
  - a) *"This Membership includes the rights to 4,000 or 6,000, wherever applicable, ordinary shares in Competitive Edge Pte. Ltd, amounting to 0.2% of its enlarged share capital of 2m ordinary shares. I may exercise this right in the event of a sale, merger or public listing of the company."*

- b) *“Life Memberships may be resold at any time and in any country after a full year of membership. The transfer fee payable to CE for membership transfer is US\$500.”* Exhibit “LR-3” is a copy of the Life Membership subscription form.
11. After a successful round of promotions, CE managed to get about 200 members. Each one of those members paid US\$6,150 (S\$10,762.50). The real attraction at the material time was the opportunity to participate in the future of CE. The investment was presented as “risk- free” with the transferability clause. Investors were lulled into thinking that their memberships had a market value which could be “cashed out” at their option, with only a small penalty of US\$500. Exhibit “LR-3, Clause 9 under ‘Benefits’,”.
12. I am now advised and verily believe that CE was not permitted to sell or offer to sell its shares or options in its shares without a prospectus or seeking approval from the relevant authority. The talks and promotional materials issued by CE at the time also did not conform with the requirement of a prospectus. Moreover, the representation of a “market” for the “Life Memberships” maybe false.

13. I did not know of all this at the time and actively assisted RH in promoting the sale of the "Life Memberships" in CE.
  
14. In or around 18 August 2004, CE changed its name to XL Results Foundations Pte. Ltd. ("the Plaintiffs"), RH explained that the business was expanding and needed a better image. Except for the change in the name, the Plaintiffs operated and continued to promote the same scheme. The members were only notified of the name change about 6 months later.
  
15. In July 2004, I was appointed as editor-in-Chief of the new magazine XL Magazine. I developed, wrote and created the magazine content. The magazine promoted the Plaintiffs. I am advised and verily believe now that the magazine was an essential propagandist tool used in the recruitment of new Life Members. I am also beginning to see and believe that the books, seminars and network sessions are just tools to help RH and the other licensees generate hype, so that new members maybe recruited and the enrollment fees utilised to keep RH and the licensees well lubricated.

*The Recruitment Scheme*

16. In the course of the work, I travelled extensively with RH, assisting with the development of the "Life Membership" program and the "Wealth Dynamics"

weekend seminars. I also spoke on the commitment of the Plaintiffs to donate 10% of revenue to charity. I also oversaw the day-to day operation concerns of all staff and licensees in each country. At the time and like the Life members and licensees, I really believed in the Plaintiffs and that it had potential of making everyone wealthy and also contributing to the good of the community.

17. By the end of 2003, the Plaintiffs had approximately 10 licensees in India, Hong Kong, Malaysia, Singapore, Indonesia, Thailand, Philippines, USA east and west coast, Taiwan and UK.
18. In the copies of the "Country License Agreements, it was stipulated that the licensee had to pay a license fee. Before the Plaintiffs' change of name, the fee was US\$25,000 per year –if they were not Life members or if they were Life members- US\$20,000 per year. After the Plaintiffs' change of name, the fees were US\$8,000 per year. However, the licensee fee will be returned in full if the licensee reaches 20 or more new Life Members in a year. **Exhibit "LR-4"**.

19. On the face of the license agreements, the licensee appears to receive the following heads of remuneration:-

- a) A commission of ticket sales, sale of products, training sales and book sales (hereinafter collective referred to as "Product Commissions");
- b) A 20% commission on the sale of "Life memberships" ("Membership Commissions");
- c) Before the Plaintiffs' name change- a retainer of US\$1,500 per month. The condition to this retainer is pegged to 12 new enrolments in a previous 3 months period. ("The Retainer").

20. In the course of my work with the Plaintiffs and RH, I know that the bulk of the income earned by the Plaintiffs and the licensees were from the Membership Commissions and The Retainer. When compared to the Membership Commissions and The Retainer, the Product Commissions are small or negligible.

21. This can be easily seen from the list of "Benefits" that each Life member gets for free. Essentially a Life member gets free admission to events, magazine and workshops. Thus the Product Commissions are virtually small or negligible. This can also be seen from the Sales Report in New Zealand in

2004, where the only revenue was from the sale of 38 new life memberships. According to the sales report, the New Zealand licensee got a 20% commission on the sale of the life memberships. **Exhibit "LR-5"**

22. I am now advised and verily believe that it is not lawful to operate a scheme or arrangement for the distribution or purported distribution of a commodity whereby, the person then receives a benefit as a result of the recruitment of more additional participants in the scheme or arrangement. It is clear from the matters described above, that RH, together with the licensees are using the Plaintiffs to operate such a scheme.

*Paul Stuart Dunn ("PSD") and Daniel Steven Priestly (DSP) are licensees and  
part of the scheme*

23. Both PSD and DSP are licensees in the same scheme abovementioned, perpetuated and operated by RH through the use of the Plaintiffs as a vehicle.

24. They each have huge financial interest in keeping the scheme and the Plaintiffs surviving. In a way and as I am now advised and verily believe, they together with RH are using the Plaintiffs to suck on and prey on new recruits to the scheme.



25. In fact, DSP himself may have let slip that the bulk RH's wealth is derived from the fees of Life members:-

*"LR: No. Roger's got absolutely no money. Roger doesn't have any money.*

*DP: Well, what about all the Life Member fees." –emphasis added.*

(See- page 16 of DSP's affidavit, at line 4 to 5)

26. Clearly, the licensees knew that the primary revenue and financial base of the Plaintiffs business and the scheme is their individual income is from the fees of new members.

*Confidentialty clause is a cover-up*

27. In or around the time of my resignation from the Plaintiffs company, I could only suspect that something was not right with the Plaintiffs' business. In fact, I could not and was notable to put my finger on the issue until recently and after I appointed my new solicitors to look into the matter with fresh perspective.

28. I verily believe, from the reasons explained above, RH together with PSD and DSP are using the Plaintiffs as a vehicle to suppress their criminal activities.

29. In fact, Clause 8 of the Severance Agreement- which I am alleged to have breached- does not seek to protect any legitimate or real confidential information/trade secrets belonging to the Plaintiffs. I verily believe that the only "trade secret" was the secret that RH, PSD, DSP and the other licensees are using the Plaintiffs as a front to bleed money from the new members.

30. I maintain that I did not start nor was I possessed with the ability of spreading ill will against the Plaintiffs or RH. The simple truth of the matter was that until recently, I myself did not comprehend how the scheme worked.

31. Like the other people in the Internet, I was merely joining in their chorus about monies not being given to charity and how the matter was being investigated by the authorities. Coming from a background of volunteer work, I was very upset that money promised by the Plaintiffs to charity had not been given. I knew something was amiss, but did not at the time have the facility to articulate it.

*I did not breach any confidentiality clause*

32. The transcripts from PSD and DSP – if taken at face value- will clearly show that the calls to me were all initiated by PSD and DSP.

Whose Affidavit ?	Page	Line
PSD	8	1
PSD	20	1
DSP	7	1

33. Thus paragraph 8, page 3 of PSD's affidavit is a blatant lie.

34. Again and taking the contents of the transcripts in PSD's and DSP's affidavits on its face value, I am surprised that the substance of the matters discussed were actually expressions of my views and /or opinion about RH and not as alleged – leaking company “trade secrets”. In fact, I was also asking questions about the whereabouts of the money and about the money to the charities.

35. In this regard, I would like to refer this Honourable Court to the following particular excerpts of the transcripts.

Whose Affidavit ?	Page	Line
PSD	21	11 to 14
PSD	22	1 to 2
PSD	23	7 to 12

PSD	24	2 to 6
PSD	26	13 to 16
DSP	8	1 to 2
DSP	10	10 to 11
DSP	14	4 to 5
DSP	15	11 to 12

36. I am advised and verily believe that I am entitled to express and formulate my views about RH. In fact, and from the said transcripts, those views expressed by me about RH are from sources which could be easily gathered the public domain at the time.

37. It is clear from the transcripts that PSD and DSP had themselves heard about the criminal investigations on RH, they had only called me to ask me about my views on matters which they already knew about.

38. I have grave reservations about the authenticity and accuracy of the transcripts. I am advised and verily believe that as the transcripts were not affirmed or sworn by an approved transcriber, it cannot be admitted into the Court.

39. In my dealings with DSP, he is usually chatty and responsive. I note that from page 7 to 15 of the transcripts he was very economical with his responses.

*Complaints were already circulating around*

40. I wish to state that complaints and unhappiness both with the members and the staff of the Plaintiffs were already rife in or around late 2004. In fact and in or August 2004, there was a mass staff walk out in Hong Kong and Singapore.

41. RH had disputes with several staff members in the Hong Kong and Singapore offices, some were unpaid and two staff would not return the Plaintiffs' laptops until they were paid.

42. By December 2004, I had stopped travelling with RH and was also working from home. I was deeply concerned over the business conduct of the Plaintiffs company. At the time I did not fully understand the complaints, all I knew was that members were complaining about services not delivered, members felt cheated, consultancy clients weren't getting value. I found out that members were starting to go to the Consumer Protection Association and asking me to help get refunds.

43. At around the same time I had also bumped into a lawyer at a coffee shop who advised me to get out of the Plaintiff's company.
44. Sometime, around mid-February 2005 I received an anonymous email from the UK to the community in Singapore and Asia calling RH a charlatan and a compulsive liar. See: **Exhibit "LR-1**, page 24 of my earlier affidavit.
45. When I approached RH and his partner, Dave Rogers about the matters, they agreed that I should leave the Plaintiff's company. In or around late 2004, the personal relationship between RH and myself began to sour and when I parted with the Plaintiff-company around February 2005, I also parted with RH on a personal level.
46. It is wholly untrue and unfair for the Plaintiffs to portray me as a scorned and vengeful woman who was unhappy about the departure from the Plaintiff-company and the split with RH.
47. I was naturally sad about the departure, but as is clearly shown in letters exhibited in pages 52 and 53 of RH's affidavit, I was prepared to move on. If I had been vengeful, I would not have agreed to complete issue 6 of XL magazine. I just requested from the Plaintiffs a reasonable compensation

package and a good reference, to help me get on with my new career. Surely, this would not be the conduct of a spiteful person.

48. Initially, the Plaintiffs agreed to pay me severance and salary if I signed a document to say I was leaving to pursue international opportunities. However, and in or around February, RH and his partner, Dave Rogers called me into a meeting from 3.00pm to 8.00pm and demanded and coaxed me to sign the severance agreement.

49. When I questioned some of the clauses RH shouted and stood over me. I did not leave the room for five hours. RH also told me I owed the company \$50,000 but he would be generous and absorb my \$50,000 debt as a Director in the company XL Events.

50. I replied saying that I did not know how I could suddenly have a debt of \$50,000 after working very hard for three years. I said I did not understand what he was saying and did not know Singapore business law. After five grueling hours I was so tired, overwhelmed and harassed I signed the agreement. While, I was not totally happy with the way I was treated and made to sign the agreement, I thought that if the Plaintiffs were to pay me my

severance package of \$50,000, I was happy just to finish with what I promised to complete and leave.

51. In or around 14 March 2005, I went into the office to wrap up the last edition of the magazine I was working on. In the office, I found out RH had sold the Australian license to his Wealth Dynamics program and XL Life Membership. I expressed my concern over going into a new market (my home market) while promises were not delivered to the Asian members and several hundred members were unhappy.

52. At this point RH became very aggressive and told me to leave his office. I went back to my office and RH followed me into my office and was behaving in an aggressive manner. I told him to calm down and tried to remain calm myself.

53. RH told me he would call the police. I did not believe him and continued to work at my desk as did the other staff in the offices outside my office. Within 10 to 15 minutes I was asked to go to the conference room, and I was stunned to see two police officers, waiting to speak to me. At this stage I started to cry and became very shaky and distressed. I told the officers that RH and I have



had a personal and business relationship and it had turned sour and he was bullying me.

54. The police asked for both our details and ask me to take my bag for my own well being and leave the office. They left before me. I was extremely humiliated and scared.

55. At this time, the Plaintiffs' erstwhile lawyer Mr. Jeffrey Soh then arrived in an agitated manner. I was crying and Mr. Soh was attempting to comfort me, we went downstairs to a coffee shop. I heard him advising RH and Mr. Dave Rogers, that they should not have called the police on me and that he would secure my severance agreement. RH became angry with Mr. Soh for being sympathetic to me. He also expressed anger at the police, who seemed sympathetic towards me.

56. After an hour the meeting ended. RH and Dave Rogers went back to the office and Mr. Soh asked me to get myself a lawyer. He tried to reassure me that an awful thing had happened to me but I would be able to get through it.

57. I called a friend to help me get to a lawyer. I was highly distressed and in shock. That evening, I told my lawyer I didn't think RH would make it easy for me.
58. My lawyer advised that I go back with a police escort to get my files and possessions. The next day I went to the office and my office had been emptied.
59. Within a few days RH filed a police report complaining that I had trespassed into the Plaintiff's office. Another report was filed against me saying I had stolen a laptop. My lawyer expressed his concern in a letter saying this was 'mischievous conduct'.
60. RH then accused me of stealing a second laptop. In or about April 2005, RH cancelled two post dated cheques after I had banked them on the due date. I was told by my lawyers that I had to sign a supplementary agreement.
61. I was surprised that I had to sign another agreement. I was told by my lawyer- Mr. Patrick Ee- that it was in order for me to sign. To be fair to my former lawyers, at the material, both my lawyers and myself did not have the documents pointing to the extent of the scheme described earlier. The

impression for everyone at the time, was that this was a personal dispute between myself and RH. As such, I agreed and accepted that the Supplementary Agreement was in order.

*MC Suit No. 1547 of 2005*

62. After the execution of the Supplementary Agreement, the Plaintiffs paid to me a further \$10,000.00. The balance due and owing to me was now \$20,000.00.
63. The Plaintiffs continued with the instalment payments until the final payment of \$10,000.00. The Plaintiffs stopped the payment of the final \$10,000.00 in or around late 2005. I instructed my lawyers to institute MC Suit No. 1547 of 2005 to recover the final payment of \$10,000.00.
64. In or around March 2006, the Plaintiffs and I reached an amicable settlement and the final payment of \$10,000.00 was made to me.
65. I wish to state that the severance agreement and 2 supplementary agreements were made between the Plaintiffs and myself. However, the remarks made by me were expressions of my views/opinions about RH. I am advised and very believe that I had not breached and confidential/trade secrets which can or legitimately belong to the Plaintiffs.

66. I believe that RH is using the Plaintiffs as a front, in particular, the agreements, to allege that I have breached Clause 8- when in fact, I had not.

67. The criticism which I have made were levied against RH and the manner in which he is using the Plaintiffs for his own financial benefit. If what I have stated is untrue, it would be appropriate- as I am now advised- for RH to institute defamatory action against me. This fact appears not to be lost on RH when his lawyers at page 83 and 84 of RH's affidavit clearly stated that they were contemplating defamatory action.

68. It is thus telling that instead of commencing defamatory action, they had now commenced an action against me for breach of Clause 8. I believe that RH is simply hiding behind the Plaintiffs. To commence an action under clause 8 of the severance Agreement, and Supplementary Agreement is a "big smoke-screen" as RH is terribly afraid that I maybe expressing the truth about him, after all.

*The Aftermath- The Plaintiffs' own doing – No credit to me*

69. I categorically deny that I started a slur campaign against the Plaintiffs or RH.

I do not have the resources, capability or the facility to start such a "one-

woman” campaign. To this extent, I cannot take personal credit for the campaign. However, I do believe and as I have explained in the preceding paragraphs that it would be a matter of time before all the deeds of RH and the licensees would catch up on them.

70. So and in or around 2006, members commenced an Asia Pacific petition and buyer beware program against the Plaintiffs, with the support of Ms Ann Phua a community activist in Singapore. In September a blogger in the UK posted a blog titled “Roger Hamilton exposed.” **Exhibit “LR-6”**.

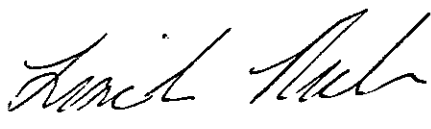
71. In November 2005, 40 members went with three journalists and two photographers to the XL business premises and lodged refund requests for approximately SGD\$400,000. Two articles have featured in the Straits Times and on the local English and Chinese Radio. Members have also put on record the fact no money went to charity. See:- **Exhibit “LR-1”**.

72. In retaliation to the queries and unhappiness from the public, RH used me as a scapegoat, to slur my character by speaking ill about me, posting a blog, openly lying about me to the business community locally and internationally and sending out emails as well as spending hundreds of thousands of dollars on legal costs to bully and intimidate me.

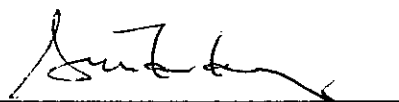
73. I am informed that members have lodged requests for refunds of approximately USD\$500,000 to one million dollars. Many members are too scared to openly attack RH who will use all legal means to stop anyone standing up against him. On 23<sup>rd</sup> February 2006 the Australian media wrote an article on RH and XL and the controversy of the company in Singapore. While, I have been contacted by the Australian and UK press, I have decided not to be interviewed by them.

74. I pray that this Honourable Court will dismiss the Plaintiffs' application with cost.

SWORN by the abovenamed )  
LINDA RUCK )  
on this 29<sup>th</sup> day of March 2007 )  
at Singapore )



Before Me,



A COMMISSIONER FOR OATHS



This is the exhibit marked

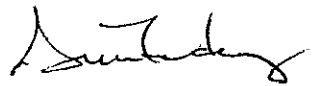
**“LR-2”**

referred to in the

Supplementary Affidavit of Linda Ruck

Sworn on the *29<sup>th</sup>* day of *March* 2007

Before me



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**A Commissioner For Oaths**



**BizNet**

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**ACRA Instant Information  
Company****DISCLAIMER :****This information is from forms filled with Accounting & Corporate Regulatory Authority (ACRA) on or before 27 March 2007**

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Accounting &amp; Corporate Regulatory Authority

**Particulars**

<b>Name</b>	XL RESULTS FOUNDATION PTE. LTD.
<b>Registration Number</b>	200107729C
<b>Registration Date</b>	29/11/2001
<b>Former Name</b>	COMPETITIVE EDGE PTE LTD
<b>Place of Origin</b>	SINGAPORE, REP OF
<b>Date of Change (Name)</b>	18/08/2004
<b>Company Type</b>	LIMITED PRIVATE COMPANY
<b>Registered Office</b>	30 ROBINSON ROAD #11-01 ROBINSON TOWERS Singapore 048546
<b>Date of Change (Address)</b>	15/07/2004
<b>Status</b>	LIVE COMPANY
<b>Status Effective Date</b>	29/11/2001
<b>Activity(I)</b>	80209
<b>Description(I)</b>	TECHNICAL, VOCATIONAL AND COMMERCIAL EDUCATION NEC (EG NANYANG ACADEMY OF FINE ARTS)
<b>Activity(II)</b>	51601
<b>Description(II)</b>	MAIL ORDER AGENCIES (INCLUDING SALES VIA TELEPHONE AND INTERNET)
<b>Amalgamation</b>	-

**Capital**

Capital Type	Number of Shares	Amount	Currency
Issued Ordinary	100000	100,000.0000	SINGAPORE DOLLAR
Paid Up Ordinary	0	100,000.0000	SINGAPORE DOLLAR
Paid Up Preference	0	0.0000	SINGAPORE DOLLAR
Paid Up Others	0	0.0000	SINGAPORE DOLLAR

**Auditor(s)**

<b>Name</b>	S C MOHAN & ASSOCIATES
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**Charge(s)**» **Charge 1** »



**Charge Number** C200608201

**Date of Registration** 05/12/2006

No.	Name	Amount Secured	Currency
1	OVERSEA-CHINESE BANKING CORPORATION LIMITED	-	-

**Officer(s)**

» **Officer 1** »

**Name** MARGARET LOH CHUI MEI  
**ID/NRIC No** S1554539I  
**Nationality** SINGAPOREAN  
**Address** 30 ROBINSON ROAD  
 #11-01  
 ROBINSON TOWERS  
 Singapore 048546  
**Position** SECRETARY  
**Appointment Date** 02/12/2002

» **Officer 2** »

**Name** ROGER JAMES HAMILTON  
**ID/NRIC No** S6883456B  
**Nationality** SINGAPORE P.R.  
**Address** 30 KEPPEL BAY DRIVE  
 #01 - 47  
 CARIBBEAN AT KEPPEL BAY  
 Singapore 098650  
**Position** DIRECTOR  
**Appointment Date** 29/11/2001

**Shareholder(s)**

» **Shareholder 1** »

**Name** XL GROUP INC.  
**ID/NRIC No** UF44202H  
**Address** P.O. BOX 1239, OFFSHORE INCORPORATIONS CENTRE, VICTORIA,  
 MAHE, REPUBLIC OF SEYCHELLES  
**Place of Origin** SEYCHELLES  
**Share Category** Unregistered Foreign Company  
**Share Type** Ordinary Shares  
**Share Allocation** 100000  
**Currency Code** SINGAPORE DOLLAR

**Compliance Records**

<b>Date of last AGM</b>	01/11/2006
<b>Date of last AR</b>	01/11/2006
<b>Date of A/C laid at last AGM</b>	31/05/2006

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# ACRA People Profile Information



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Accounting & Corporate Regulatory Authority

## Particulars

**Name** ROGER JAMES HAMILTON  
**NRIC** S6883456B  
**Nationality** SINGAPORE P.R.  
**Address** 30 KEPPEL BAY DRIVE  
 #01 - 47  
 CARIBBEAN AT KEPPEL BAY  
 Singapore 098650  
**Date of Change (Address)** 01/09/2006

## Appointments

S.No.	Company / Business	Reg No.	Status	Position	Appt Date	Cess Date
1	XL RESULTS CENTRE PTE. LTD.	200411183R	LIVE	DIRECTOR	02/09/2004	-
2	ACHIEVERS INTERNATIONAL PTE. LTD.	200605905G	LIVE	DIRECTOR	02/05/2006	-
3	XL PRESCHOOL PTE. LTD.	200702115W	LIVE	DIRECTOR	06/02/2007	-
4	XL RESULTS FOUNDATION PTE. LTD.	200107729C	LIVE	DIRECTOR	29/11/2001	-
5	XL MEDIA PTE. LTD.	200210759G	LIVE	DIRECTOR	14/12/2002	-
6	EXPAT RENTALS PTE. LTD.	200210847G	LIVE	DIRECTOR	18/12/2002	-
7	EXPAT LIVING PUBLICATIONS PTE. LTD.	200210860R	LIVE	DIRECTOR	18/12/2002	-
8	XL GROUP PTE. LTD.	200303566M	LIVE	DIRECTOR	17/04/2003	-
9	XL EVENTS PTE. LTD.	200307733R	LIVE	DIRECTOR	12/08/2003	-
10	EXPAT RENTALS PTE. LTD.	200210847G	LIVE	SHAREHOLDER	-	-
11	EXPAT LIVING PUBLICATIONS	52957475J	-	MANAGER	20/11/2001	-
12	YES - YOGA ENERGY STUDIO	53028190B	-	MANAGER	30/11/2004	-
13	EXPAT LIVING PUBLICATIONS	52957475J	-	EXISTING OWNER	20/11/2001	-

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Accounting & Corporate Regulatory Authority

**Particulars**

**Name** ROGER JAMES HAMILTON  
**NRIC** F5556694K  
**Nationality** BRITISH, UNITED KINGDOM  
**Address** 46 GREENBANK PARK  
 GREEN BANK PARK  
 Singapore 589407  
**Date of Change (Address)** 31/08/1999

**Appointments**

S.No.	Company / Business	Reg No.	Status	Position	Appt Date	Cess Date
1	FREE MARKET MEDIA PTE LTD	199707958E	LIVE	DIRECTOR	21/11/1997	27/12/2001
2	FREE MARKET MEDIA PTE LTD	199707958E	LIVE	SHAREHOLDER	-	-

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This is the exhibit marked

**“LR-3”**

referred to in the

Supplementary Affidavit of Linda Ruck

Sworn on the *29<sup>th</sup>* day of *March* 2007

Before me



**A Commissioner For Oaths**



## SUBSCRIPTION FORM

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Phone: (H/O): \_\_\_\_\_ Mobile/Pager: \_\_\_\_\_ Email: \_\_\_\_\_

**We hereby apply for and request you to allot, in return for cash paid (please tick),**

- One Life Membership for US\$6,150 (S\$10,762.50)
- One Couple Membership for US\$7,150 (S\$12,512.50)
- One Corporate Membership for US\$19,500 (S\$34,125)  
(consisting of Five Life Memberships)

You will receive a Life Membership certificate and Welcome documents from Competitive Edge Pte Ltd within 14 days upon full payment.

**I UNDERSTAND THAT:**

1. This Life Membership is transferable one year after purchase, and that I shall complete a Competitive Edge Pte Ltd Membership Transfer Form and pay US\$500 as a transfer fee to effect any transfer.
2. This Membership includes the rights to 4,000 or 6,000, wherever applicable, ordinary shares in Competitive Edge Pte Ltd, amounting to 0.2% of its enlarged share capital of 2m ordinary shares. I may exercise this right in the event of a sale, merger or public listing of the company.
3. Cancellation will not be allowed after the 7 days period. This Membership includes all other benefits as indicated overleaf.

### PAYMENT METHOD

**I would like to pay:**

- Full Payment Now (secures your membership)
- By Installments (5% surcharge – 3 installment payment)
- US\$200 Non-Refundable Deposit (reserves your membership for 7 days) (S\$350)

Visa  
  Mastercard  
  Amex  
  Cheque (Payable to Competitive Edge Pte Ltd)  
  Cash

Card No:

Name on Card: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

I authorize Competitive Edge Pte Ltd to charge my credit card for the payments as stated above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Competitive Edge Pte Ltd, Singapore Centre of Excellence, 64 Gentle Drive, Singapore 309267  
 Tel: (65) 6259-6915 Fax: (65) 6259-6076  
 Website: [www.resultsfoundation.com](http://www.resultsfoundation.com)

FOR THE YEAR 2003, COMPETITIVE EDGE PTE LTD IS OFFERING  
250 SUBSCRIPTIONS FOR LIFE MEMBERSHIP ON AN INVITATION ONLY BASIS.

## BENEFITS

1. **ELITE TEAM:** Only 250 Life Memberships will be issued for CE in 2003. All CE Life Members will have the opportunity to train and represent CE as a CE Life Coach and Wealth Consultant.
2. **TRAINING:** You will receive 20 hours training in Life Coaching and 20 hours training in Wealth Consultancy, to qualify as a certified CE Life Coach and Wealth Consultant.
3. **NETWORKING:** You will automatically have access to all CE meetings throughout Asia including monthly momentum sessions, and as crew at CE programs, including all Stealth Wealth Weekends, and the Wealth Dynamics Business School. You will have access to CE's network of members and life members in all countries.
4. **ANNUAL RETREAT:** You will be invited to a seven days six nights annual retreat exclusive for Life Members from all countries. This retreat will be hosted by Roger Hamilton. Travel and accommodation expenses will be covered by members.
5. **EARNINGS:** You will receive 80% of all fees from your CE coaching and wealth consultancy that you choose to conduct. Initial coaching charge is US\$100 per hour.
6. **ADDITIONAL OPPORTUNITIES:** CE will select the most active and advanced coaches to take up leadership positions and set up coaching teams in different countries on a project fee basis. Additional training, including speaker training and advanced coach the coach training will be provided to those selected.
7. **INVESTMENT:** Each Life Membership provides the member with all the benefits above, plus rights to 4,000 shares in Competitive Edge Pte Ltd (total share capital 2m shares).
8. **COST:** Purchase price of Life Membership is US\$4,500 subject to availability. Corporate Life Membership consists of 5 life memberships and costs US\$18,000. Couple Life Membership costs US\$5,500.
9. **TRANSFERABILITY:** Life Memberships may be resold at any time and in any country after a full year of membership. The transfer fee payable to CE for membership transfer is US\$500.
10. **FURTHER ISSUES:** CE will limit future Life Membership issues and will ensure that the offer price from CE for each new issue is always at a higher price than the previous offer price.

## ABOUT COMPETITIVE EDGE

Competitive Edge is Asia's Leading Results Foundation. In 2002, Competitive Edge has marketed numerous US Speakers in Asia, including Anthony Robbins, Robert Kiyosaki, Bill Clinton, Brian Tracy, Randy Gage, and Linda Chandler. The company has created coaching and membership programs to create an environment of ongoing development.

Competitive Edge has awarded exclusive licensees to take the Stealth Wealth Weekend, coaching and membership programs to Australia, Canada, China, India, Indonesia, Hong Kong, Malaysia, Singapore, Thailand, Taiwan, United Kingdom and United States.

This is the exhibit marked

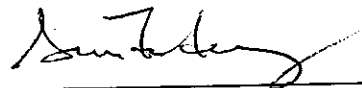
“LR-4”

referred to in the

Supplementary Affidavit of Linda Ruck

Sworn on the 29<sup>th</sup> day of March 2007

Before me



A Commissioner For Oaths





Country: \_\_\_\_\_  
1<sup>st</sup> SWW Date: \_\_\_\_\_

License Start Date: \_\_\_\_\_  
License End Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

Contact No: \_\_\_\_\_  
Hand phone: \_\_\_\_\_  
Fax No: \_\_\_\_\_  
Email Address: \_\_\_\_\_

In signing this agreement, the Licensee (named above) agrees to the following:

1. **LICENSE:** This Country License provides the Licensee with a 36 month Exclusive License to promote Roger Hamilton's seminar programs and products in the country (named above) and to manage the Competitive Edge training and membership program.
2. **TRAINING:** The Licensee will be provided with marketing material and documentation relating to the successful execution of the Stealth Wealth Weekend, and other programs as relevant.
3. **APPEARANCE:** This License includes two full days public appearance of Roger Hamilton for the Stealth Wealth Weekend. Further days for a 2<sup>nd</sup> SWW can be booked subject to availability at a discounted rate of US\$15,000.
4. **TRANSFERABILITY:** This License is not transferable, but the Licensee may appoint and sell sub-Licensees in their country. The Licensee has first rights of renewal after three years on the basis that the Licensee still holds the license at that time.
5. **BRANDING:** The Licensee must comply with branding guidelines in promotional and marketing material, and ensure that material for marketing campaigns are approved prior to execution.
6. **LICENSE FEE:** The License Fee is US\$25,000 per year, or US\$20,000 per year if the Licensee is a CE Life Member.
7. **PAYMENT SCHEDULE:** This License is granted on signing this agreement and the payment of US\$15,000 (Or US\$10,000 for a CE Life Member). US\$5,000 is payable 60 days from the SWW Date and US\$5,000 is payable 30 days from the SWW Date. For a second SWW Date in the same year, US\$7,500 is payable 60 days from the 2<sup>nd</sup> SWW Date and US\$7,500 is payable 30 days from the 2<sup>nd</sup> SWW Date. This license remains in force in the 2<sup>nd</sup> and 3<sup>rd</sup> year on the payment of US\$15,000 (Or US\$10,000 for a CE Life Member) on the anniversary of the License start date, with US\$5,000 payable 60 days from the SWW date and US\$5,000 payable 30 days from the SWW date.
8. **EXPENSES:** The License fee does not include expenses. All airfare, hotel accommodation and ground expenses for Roger Hamilton and two team members will be covered by the Licensee for the event, and for Roger Hamilton. Hotel accommodation is to be at the location of the SWW and airfares will be economy class for flights less than 4 hours and business class for flights over 4 hours.
9. **EARNINGS:** The Licensee is entitled to: 100% of all earnings from the ticket sales of the Stealth Wealth Weekend; 20% commission for sales of all products sold at the SWW and 20% commission for sales of Life Memberships; 50% for sales of all training as part of the CE Training Centre; and 20% profit share of all profits from Roger Hamilton's Book Sales and XL Magazine Sales in the country. Commission and profit share is payable to the Licensee 14 days from receipt of payment by AI or CE. Earnings on new products launched within the license period will be determined and communicated when these new products are launched.
10. **PURCHASE PRICES:** The Licensee is entitled to: Purchase CD Sets at the discounted rate of \$50 each and Books at the discounted rate of \$600 per 100 when purchased specifically for packaging with SWW ticket sales; Purchase copies of XL Magazine at \$300 per 100 when purchased specifically for marketing use. The Licensee is also obligated to purchase a one year subscription to XL Magazine for each attendee of SWW at a discounted rate of \$20 per attendee. Payment for products is due to AI 14 days from delivery of products to Licensee. Payment for one year subscriptions for SWW attendees is due 7 days prior to the SWW.
11. **RETAINER:** The Licensee will be paid a retainer of US\$1,500 per month to manage the activities of CE Life Members including a monthly momentum session on the condition that there are at least 15 CE Life Members in the country and the Licensee enrolls a minimum of 4 new Life Members each month. The retainer will not be paid for any month in which the enrollments in the previous three months are less than 12 New Life Members.
12. **OBLIGATIONS:** The Licensee has the following specific obligations that must be fulfilled in order to maintain this License. These obligations are in place to ensure the profitable and successful management of the License. In the event that any of these obligations are not met, the License will automatically lapse. The Licensee must:
  - a. Submit a week-by-week marketing plan prior to commencement of marketing for the SWW in the format provided by AI.
  - b. Submit the weekly marketing reports every Monday during the SWW marketing campaign in the format provided by AI.
  - c. Make all payments due promptly for License fees and purchases.
  - d. Commit to the SWW date with no more than one revision to this date, subject to the agreement of AI, to set a second SWW date prior to the completion of the first SWW regardless of whether it is within the License period, and to ensure that the License is not held without a committed SWW date at any time.
  - e. Make the appropriate preparations in room and crew specification for the successful execution of the SWW as specified by AI.
  - f. Provide full contact details of attendees from each SWW to AI prior to the SWW.
  - g. Provide the original completed booking forms for each new Life Member within 7 days of signing.
  - h. Manage the CE Life Membership including organization of enrollment events and monthly momentum sessions.
12. **LAPSE OF LICENSE:** In the event that this License lapses during the period of this License or in the event that this License is not renewed at the end of the period of this License, the Licensee agrees to refund all customers who have paid the Licensee for but not yet attended the SWW or CE Results Centre training and to provide the details of these customers to AI. The Licensee also agrees to the smooth execution and public communication of the handover of the License to the new Licensee appointed by AI.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

*On behalf of Achievers International*



# COUNTRY LICENSE

Country: \_\_\_\_\_

License Start Date: \_\_\_\_\_

City HQ: \_\_\_\_\_

Duration: \_\_\_\_\_

Name: \_\_\_\_\_

Contact No: \_\_\_\_\_

Company: \_\_\_\_\_

Hand phone: \_\_\_\_\_

Address: \_\_\_\_\_

Fax No: \_\_\_\_\_

Email Address: \_\_\_\_\_

In signing this agreement, the Licensee (named above) agrees to the following:

1. **LICENSE:** This Country License provides the Licensee with a 5 Year Exclusive License to promote Roger Hamilton's seminar programs and products in the country (named above) and to manage the XL membership and networking program.
2. **TRAINING:** The Licensee will be provided with marketing material and documentation relating to the successful marketing and management of the events and products, along with an initial two day training program and quarterly training updates.
3. **APPEARANCE:** This License includes a minimum of four visits a year by Roger Hamilton to the country above to conduct networking sessions, run sales previews and membership breakfasts.
4. **TRANSFERABILITY:** This License is not transferable, but the Licensee may appoint and sell sub-Licensees in their country. The Licensee has first rights of renewal after 5 years on the basis that the Licensee still holds the license at that time.
5. **BRANDING:** The Licensee must comply with branding guidelines in promotional and marketing material, and ensure that material for marketing campaigns are approved prior to execution.
6. **LICENSE FEE:** The License Fee is US\$8,000 per year. On the basis that the Licensee reaches 20 (or more) new Life Members in a year, the License Fee for that year will be returned in full.
7. **PAYMENT SCHEDULE:** This License is reserved on signing this agreement and receipt of US\$4,000. The remaining payment must be paid within 30 days. This License is activated on the full payment of US\$8,000.
8. **EXPENSES:** All airfare, hotel accommodation and ground expenses for Roger Hamilton and venue costs for Member Coaching Training and Member Breakfasts will be covered by XL Events. All other operating costs will be the responsibility of the Licensee.
9. **EARNINGS:** The Licensee is entitled to: 50% of all earnings from the ticket sales of the Wealth Dynamics Weekend, the Asia Pacific Entrepreneur Conference and the Entrepreneur Business School; 20% commission for sales of Life Memberships; 20% commission for magazine advertising and event sponsorship sales; 50% profit share of all profits from Roger Hamilton's Book Sales, Product Sales and XL Magazine Sales in the country, and 100% of all revenues from networking events in the country. Commission and profit share is payable to the Licensee at the end of each calendar month on the basis of sales receipts during the month. Earnings on new products launched within the license period will be determined and communicated when these new products are launched.
10. **OBLIGATIONS:** The Licensee has the following specific obligations that must be fulfilled in order to maintain this License. These obligations are in place to ensure the profitable and successful management of the License. In the event that any of these obligations are not met and then not remedied after formal written notice, the License will lapse. The Licensee must:
  - a. Organize a chargeable monthly networking session in the country above commencing during 2005.
  - b. Organize a minimum of four membership introduction breakfasts each year, with a minimum of 25 guests at each one if hosted by Roger Hamilton (The cost of the breakfast and Roger's travel and accommodation are covered on this basis).
  - c. Organize the logistics and venue booking of Member Coaching Training if relevant for the Licensed country.
  - d. Make reasonable efforts to promote in the Licensed country the various events and products that the Licensee holds the exclusive right to market through this agreement.
  - e. Ensure all Life Members and customers are provided quality service throughout the license period, and that the Licensee always operates with professionalism, honesty and integrity.
11. **LAPSE OF LICENSE:** In the event that this License lapses during the period of this License or in the event that this License is not renewed at the end of the period of this License, the Licensee agrees to the smooth execution and public communication of the handover of the License to the new Licensee appointed by XL Events.
12. **RENEWAL OF LICENSE:** In the event that this License continues through to the end of the five year period with no lapse, the Licensee has the right to renew this license for a further five years on the same conditions and at the same fee.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_  
*On behalf of XL Events*

Name: \_\_\_\_\_

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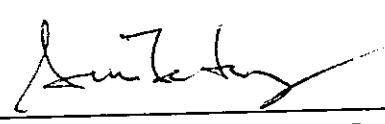
“LR-5”

referred to in the

Supplementary Affidavit of Linda Ruck

Sworn on the 29<sup>th</sup> day of March 2007

Before me



A Commissioner For Oaths



Welcome to Results Foundation  
Asia's Premier Entrepreneur, Networking and Coaching Community

**XL**

HOME COMMUNITY WEALTH DYNAMICS XL EVENTS XL MAGAZINE ABOUT XL SOCIAL ENTERPRISE XL STORE

ONE SINGAPORE

## XL LIFE MEMBER: BENEFITS

As a Life Member, you are our resource base, our role models, and our primary stakeholders towards World Wide Wealth. Whilst each of us has a stakeholding in the success of World Wide Wealth, we all have a stakeholding in each other's success. The more you utilize the resources available, the greater the value returned. This handbook goes through the various benefits in detail, but you can find a summary below:

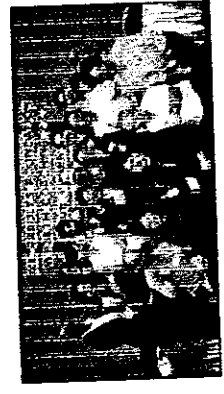
Mini Calendar

March 2007

Mo	Tu	We	Th	Fr	Sa	Su
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



**1. Momentum Events:**  
These events provide you with a learning & networking platform and an environment to build your momentum each month. Free-of-charge to Life Members, they currently take place each month in 30 cities in Australia, China, Hong Kong, India, Indonesia, Malaysia, New Zealand, Singapore, Thailand, UK and USA. This will grow to 50 cities in 2007.  
Full year event schedule here.



**2. Coaching Certification:**  
Life Coaching and Wealth Consultancy modules currently run in all the countries above. Fully accredited XL Coaches (who have completed both certifications and 50 hrs of logged coaching) can attend the Wealth Dynamics Practitioners Certification, enabling them to integrate the Wealth Dynamics online profiling facility with their current coaching or training business.  
Full coaching schedule here.

Latest Events

- Mumbai Momentum Night  
March 28, 2007 (11:30 am - 1:00 pm)  
(INDIA)
- Kuala Lumpur Momentum Night  
March 28, 2007 (7:00 pm - 10:00 pm)  
(MALAYSIA)
- Sydney Networking Breakfast  
March 29, 2007 (7:30 am - 9:30 am)  
(AUSTRALIA)
- Kuala Lumpur Networking Breakfast

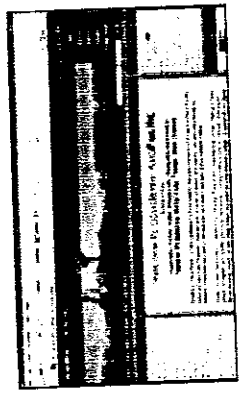
**3. International Network:**

XL Results Foundation utilizes the world's largest online business directory, [www.linkedin.com](http://www.linkedin.com), and the world's largest online business forum, [www.ecademy.com](http://www.ecademy.com) to connect you with

March 29, 2007 (7:30 am - 10:30 am)  
(MALAYSIA)

Bangalore Networking Breakfast  
March 29, 2007 (8:30 am - 10:30 am)  
(INDIA)

[View Full Calendar](#)



over 2.4 million business people in over 150 countries. The new XL Network will enable LMs to connect and communicate exclusively with other members. Shah, our Member Relations Manager, is also on hand to facilitate connections between Life Members within the network.  
**Contact Shah at [shah@resultsfoundation.com](mailto:shah@resultsfoundation.com)**



**4. Opportunities Exchange:**  
Visit the opportunities exchange on our website for the latest opportunities from our events. Life Members can post their own opportunities online as and when they like. In 2007 our online payment facility will also enable you to sell products & services within the network, linked to your own personal profile page.  
**Contact Shah at [shah@resultsfoundation.com](mailto:shah@resultsfoundation.com)**



**5. Local Workshops:**  
Life Member groups in each city run their own workshops, power-up sessions, chat groups and social gatherings. Contact your Country Manager to learn of the additional activities in your city and country and check the online calendar.  
**Contact Shah at [shah@resultsfoundation.com](mailto:shah@resultsfoundation.com)**



**6. XL Magazine:**  
All Life Members receive our monthly magazine free of charge. XL Magazine is full of success stories, experiences, resources and expert advice on entrepreneurship and social enterprise. Put forward your own content ideas, connections and suggestions to [Floyd Cowan](mailto:Floyd.Cowan@resultsfoundation.com), Editor of XL Magazine.  
**Contact Floyd at [floyd@resultsfoundation.com](mailto:floyd@resultsfoundation.com)**

**7. Country Tours:**  
To grow your business internationally, connect with the Life Member groups in the country you are looking for connections in, and experience the power of the network to connect you

directly into the country - with support from how to start your business to finding the right partners and even a place to stay! Contact Janice at [janice@xl-events.net](mailto:janice@xl-events.net)



**8. Major Events:**  
Join the annual Global Entrepreneurs Summit free-ofcharge for LMs. The Entrepreneur Business School takes place twice in 2007. The Wealth Dynamics Weekend takes place in countries throughout the world. Use the 2007 discount vouchers or choose to crew at any of these events.



To crew, contact Penny Wee at [penny@resultsfoundation.com](mailto:penny@resultsfoundation.com)

**9. Vision Villas:**  
In 2006 we launched the first of a chain of XL boutique resorts for the use of Life Members. XL Vision Villas in Bali contains one of the region's most comprehensive library of leadership and personal development tools, along with full facilities for workshops and retreats.

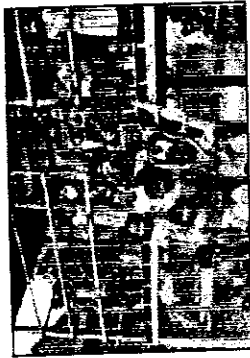


For advanced bookings, contact Wayan Suarman, Resort Manager, at [visionvillas@resultsfoundation.com](mailto:visionvillas@resultsfoundation.com)

**10. Social Enterprise:**  
The XL Social Enterprise Accreditation program tracks results for our Billion Dollar Challenge. Being part of the XL Social Enterprise Accreditation program means committing to give 10% of the annual profits you make to your own nominated charity. All Life Members should be part of this program. For more information, contact Irene at [irene@resultsfoundation.com](mailto:irene@resultsfoundation.com)



**11. Charity Network:**



Get involved in locally organized projects, gather the resources for your own initiatives, or step up as a representative of the XL Charity Network. The XL Charity Network has representatives in each country, building information and connections with non-profit organizations to establish ourselves as a central authority for effective giving.  
To step forward, contact Irene at [irene@resultsfoundation.com](mailto:irene@resultsfoundation.com)



**12. XL Opportunities:**

In addition to the benefits and resources available, there are also our own opportunities for action within the XL group in 2007.

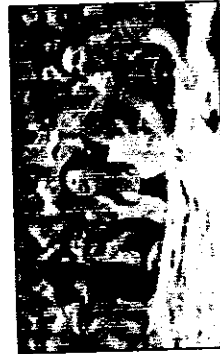
For the very latest opportunities, contact Shah at [shah@resultsfoundation.com](mailto:shah@resultsfoundation.com)



**13. Discounts & Privileges:**

In 2007, Life Members will receive over US\$10,000 of cash vouchers for use in major XL events and leading personal development events around the world.

For any queries or requests on your cash vouchers, contact Shah at [shah@resultsfoundation.com](mailto:shah@resultsfoundation.com)



**14. Membership Value:**

In 2002, Life Membership launched at US\$2,500. By 2007, it had grown to over US\$8,200. Many LMs have maximized their value this year by upgrading to couple membership. Of course, the true value of your membership is in the learning you have and the connections you make.

For all questions regarding referring, upgrading or transferring membership value, contact Shah at [shah@resultsfoundation.com](mailto:shah@resultsfoundation.com)

2007 is the fourth year towards our 2020 Vision. We have some very sharp minds and enormously committed teams dedicated to building the value within the XL Group. The result of their hard work

# SALES REPORT - NEW ZEALAND, NOV 2004

Ref	City	Client	Prop	Area	Price	Commission	Net	Agent	Notes		
1	Auckland	Candace Thornton	1 IP	9,680	2,380	2,380	2,380	2,380	Deferred to Jan		
2	Auckland	Warwick Beauchamp	1 IP	7,140	0	0	2,380	2,380			
3	Auckland	Steve McTague	1 IP	7,140	2,380	2,380	2,380	2,380			
4	Auckland	Wendy Weerts	1 IP	7,140	2,380	2,380	2,380	2,380			
5	Auckland	Diana Cotton	1 IP	7,140	2,380	2,380	2,380	2,380			
6	Auckland	Garth Melville	1 IP	7,140	2,380	2,380	2,380	2,380			
7	Auckland	Mike Handcock	2 FP	8,500	8,500	8,500	8,500	8,500			
8	Auckland	Simon Shreeve	2 FP	8,500	8,500	8,500	8,500	8,500			
9	Auckland	Sandra Power	2 FP	8,500	8,500	8,500	8,500	8,500			
10	Auckland	Eddie de Heer	2 FP	8,500	8,500	8,500	8,500	8,500			
11	Auckland	Robyn Grynter	1 FP	8,800	8,800	8,800	8,800	8,800			
12	Auckland	Matthew Field	1 FP	8,800	8,800	8,800	8,800	8,800			
13	Auckland	Ann Andrews	1 FP	8,800	8,800	8,800	8,800	8,800			
14	Auckland	Jenny Duncan	1 FP	8,800	8,800	8,800	8,800	8,800			
15	Auckland	Britta Christiansen	1 FP	8,800	8,800	8,800	8,800	8,800			
16	Auckland	Diana Jopling	1 FP	8,800	8,800	8,800	8,800	8,800			
17	Auckland	Lisa Dyson	1 FP	8,800	8,800	8,800	8,800	8,800			
18	Auckland	Sheryn Shadbolt	1 FP	8,800	8,800	8,800	8,800	8,800			
19	Auckland	Chris Ashenden	1 FP	8,800	8,800	8,800	8,800	8,800			
20	Auckland	Vivienne Bryers	1 FP	8,800	8,800	8,800	8,800	8,800			
21	Auckland	Janet Dougherty	1 FP	8,800	8,800	8,800	8,800	8,800			
22	Auckland	Graeme Smylie	1 FP	8,800	8,800	8,800	8,800	8,800			
23	Auckland	Doug Woodyard	1 FP	8,800	8,800	8,800	8,800	8,800			
<b>AUCKLAND TOTAL</b>				<b>185,036</b>	<b>58,850</b>	<b>223,886</b>	<b>134,086</b>	<b>13,804</b>	<b>14,280</b>	<b>38,080</b>	<b>13,800</b>

Error in 1st Payment (NZ amount in \$\$)  
Error in 1st Payment (NZ amount in \$\$)

Includes payment for Duncan Hewer (Indiv IP)  
Paid by Kurt Girdler (Couple IP)

2nd Yr Paid Up  
2nd Yr Paid Up  
2nd Yr Paid Up  
2nd Yr Paid Up

2nd Yr Paid Up

Email by 1st Dec w Process Date

Ref	City	Client	Prop	Area	Price	Commission	Net	Agent	Notes			
24	Wellington	Kurt Girdler	2 IP	16,065	5,355	5,355	5,355	5,355				
25	Wellington	Duncan Hewer	1 IP	7,140	2,380	2,380	2,380	2,380				
26	Wellington	Karen Boyes	1 IP	11,050	11,050	11,050	11,050	11,050				
27	Wellington	Collin Edwards	2 FP	11,050	11,050	11,050	11,050	11,050				
28	Wellington	Martin Pearce	2 FP	11,050	11,050	11,050	11,050	11,050				
29	Wellington	David Smithson	2 FP	11,050	11,050	11,050	11,050	11,050				
30	Wellington	Dean Jackson	2 FP	8,500	2,975	2,975	2,975	2,975				
31	Wellington	Martin McGregor-Mc	2 IP	8,925	2,975	2,975	2,975	2,975				
32	Wellington	Bev Slater	2 IP	8,925	2,975	2,975	2,975	2,975				
33	Wellington	Craig Porter	1 FP	9,350	9,350	9,350	9,350	9,350				
34	Wellington	Darleen Ochkas	1 FP	8,800	8,800	8,800	8,800	8,800				
35	Wellington	Wayne Campbell	1 FP	8,800	8,800	8,800	8,800	8,800				
36	Wellington	Prue Blyth	1 FP	8,800	8,800	8,800	8,800	8,800				
37	Wellington	Debbie Laing	1 FP	8,800	8,800	8,800	8,800	8,800				
38	Wellington	Leigh-Anne Powell	1 FP	8,800	8,800	8,800	8,800	8,800				
<b>WELLINGTON TOTAL</b>				<b>130,305</b>	<b>28,800</b>	<b>159,105</b>	<b>96,136</b>	<b>20,485</b>	<b>13,665</b>	<b>38,300</b>	<b>23,035</b>	<b>8,800</b>

City	Total	Commission	Net	Total	Commission	Net
Auckland	185,036	58,850	223,886	134,086	13,804	14,280
Wellington	130,305	28,800	159,105	96,136	20,485	13,665
<b>NEW ZEALAND TOTAL</b>	<b>315,341</b>	<b>87,650</b>	<b>382,991</b>	<b>230,222</b>	<b>34,289</b>	<b>27,945</b>

Commission (NZ \$) 12,960  
 Less 3 Line Membership (\$5,400 X 3 Less 20%) 2,125  
 Plus EBS Contribution (US\$2,500 (US\$4,250 X 50%)) 5,600  
 Plus 20% Fee (US\$8,000 (US\$4,000 X 200%)) 16,000  
**Total Commission Due 36,685**



This is the exhibit marked

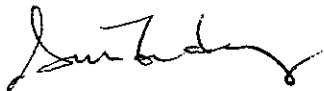
**“LR-6”**

referred to in the

Supplementary Affidavit of Linda Ruck

Sworn on the *29<sup>th</sup>* day of *March* 2007

Before me



**A Commissioner For Oaths**



Dear Life Members

We are filing an official complaint against Roger Hamilton & Dave Rogers of XL Results Foundation Pte Ltd, (a private limited company registered in Singapore) on its unfair business practice to the Consumer Authority in Singapore and the Singapore Business Federation. If you share the same views as we do please sign the attached letter of complaint and we will consolidate the complaints together.

This will be in the strictest of confidence. We will also inform the media in the region of the complaints. Complaints are also being filed in Singapore, Thailand, Malaysia and Indonesia against these business practices.

Email a copy of your complaint letter to the following email address to consolidate the complaints to Ms Ann Phua email: [anph@rvmediaworld.com](mailto:anph@rvmediaworld.com)

(Ann Phua +65 67499547 or hand phone +65 9762 3158)

Please sign and fax/scan/email the specimen letter of complaint to these authorities. Reword the letter to address your issues with XL Results Foundation Pte. Ltd.

Complaint Letters to:

- 1) Complaints and Advice Division  
Consumer Council  
22/F K Wah Centre  
191 Java Road, North Point  
Hong Kong  
[www.consumer.org.hk](http://www.consumer.org.hk)
- 2) Consumer Association of Singapore  
Fax: (+65) 6467 9055  
Email: [complaints@case.org.sg](mailto:complaints@case.org.sg)
- 3) Advertising Standards Authority Of Singapore  
Tel: (+65) 6461 1888  
Fax: (+65) 6463 7048  
Email: [asas@case.org.sg](mailto:asas@case.org.sg)
- 3) Ministry of Trade & Industry  
**Trade Division**  
Fax: (+65) 6334-8140  
Email: [mti\\_fta@mti.gov.sg](mailto:mti_fta@mti.gov.sg)
- 4) International Business Development Division  
Fax: (+65) 6334-7520
- 5) Singapore Business Federation  
Fax (+65) 6827 6807  
Umar Abdul Hamid, *Vice Chairman*

Date: May 2006

To: Government Departments

Dear Sir

We are members of XL Results Foundation Pte Ltd for which we pay a fee of USD \$7,000 for membership fee.

We would like to make a complaint against XL Results Foundation Pte Ltd for the following reasons

1. Misrepresenting members using the name FOUNDATION as a private business concern.

- Does the company hold a trust fund in Hong Kong or in Singapore to protect life membership monies? Requests for information have gone unanswered.
- No proof of charitable donations taken from each membership sale in Asia Pacific (10%) and promised by XL has been forthcoming. Requests for receipts, donations and amounts have not been forthcoming.
- Original Life Members were given 4,000 shares in Competitive Edge. The company changed names to XL Results Foundation Pte Ltd, what happened to the 4,000 shares as promised verbally and in the agreement?
- Members feel cheated and conned by verbal promises made by Roger Hamilton who over promises and under delivers.

2. The following list of services that warrant our membership entitlements are not delivered.

- The Master Coach Dave Rogers is not qualified or accredited. XL is not affiliated with the International Coach Federation in the US.
- The XL Coaching is not recognized by anyone anywhere.

Singapore is reputed to be a safe and honest business enterprise. We do not understand how XL Results Foundation's name can be registered when it is NOT A FOUNDATION and do not carry out the function of a foundation but instead operate as a private business enterprise.

Yours faithfully

XXXXXXXXXXXXXXXXX  
Address, Country

### **1. What constitutes an unfair practice under the Act?**

It is an unfair practice for a trader, in relation to a consumer transaction-

- to do or say anything, or omit to do or say anything, if as a result a consumer might reasonably be deceived or misled;
- to make a false claim;
- to take advantage of a consumer if the trader knows or ought reasonably to know that the consumer
  - is not in a position to protect his own interests; or
  - is not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction; or
- to do any of the 20 unfair practices listed in the Second Schedule of the Act.

The trader should provide the consumer with all relevant and material information so as not to mislead the consumer. The consumer can then make an informed decision. Traders should review their business practices; in particular, what information they provide to consumers and how they convey information.

The court, in determining whether or not a trader has engaged in an unfair practice, would consider the reasonableness of the actions of the trader. The court would also take into account, in granting remedies to the consumer, whether the consumer tried to resolve the dispute with the trader first before commencing action.

### **2. What could a consumer who has encountered an unfair practice do to seek recourse?**

The consumer should first seek to resolve the dispute with the trader. Businesses should consider having in place a dispute resolution or alternative mediation process so that there is a platform for settling disputes with consumers. Currently, mediation services are available through Community Mediation Centres, Singapore Mediation Centre, CASE and various industry-specific mediation facilities. If the dispute cannot be settled, the consumer may file a claim in court for civil remedies. Most claims for unfair practice under the Act should be filed in the Small Claims Tribunal. When considering a claim for unfair practice under the Act, the court will take into account whether the consumer made a reasonable effort to minimise any loss or damage resulting from the unfair practice and resolve the dispute with the trader before commencing action. The consumer may also have rights of action under contract or tort law. The consumer should seek legal advice in case of uncertainty.

### **3. Is there a cap on the amount of claim that can be filed under the Act?**

Yes, there is a cap of \$20,000 on the amount of claim that can be filed under the Act.

### **4. By when should aggrieved consumers file a claim in court?**

Consumers should file their claim within one year from the occurrence of the unfair practice or the earliest date when the consumer could reasonably have discovered the unfair practice, whichever is later.

### **5. What are the remedies that the court may grant under the Act?**

The court may grant remedies that include variation of the contract, orders for repair or replacement, restitution of money or property, award of damages for loss or damage suffered as a result of the unfair practice or (in appropriate cases) order of specific performance. In the case of the Small Claims Tribunal, it may make orders under section 35

of the Small Claims Tribunal Act, such as orders to pay money and work orders to rectify a defect in goods or to make good any deficiency in the performance of services, by doing such work or attending to such matters (including the replacement of goods or parts) as may be specified in the order.

**6. What are the transactions that are excluded from the Act?**

Please refer to the First Schedule of the Act. Land transactions are excluded from the Act. Rentals of residential property and services provided by real estate agents to their clients are however included. The Act will also not cover investment, insurance and banking transactions and other financial activities already regulated by specified legislation administered by Monetary Authority of Singapore or certain other government agencies.

**7. How does the Act address the problem of those traders who consistently engage in unfair practices?**

There are provisions targeted at traders who persist in engaging in unfair practices. Under the Act, a District Court or a High Court could grant a declaration and an injunction against an errant trader, on the application of a specified body. CASE and the Singapore Tourism Board will be appointed as specified bodies under the Act to look after the interests of local consumers and tourists respectively. Before filing an injunction, the specified body must first obtain the endorsement of an Injunction Proposals Review Panel. The Panel will review whether there is a public interest to be safeguarded through the injunction.

Process-wise, unless there are exceptional circumstances surrounding the unfair practice that warrant the specified bodies doing otherwise, the specified bodies should first offer an errant trader a non-litigious option in the form of a Voluntary Compliance Agreement (VCA) before an injunction is applied for. A VCA is a voluntary agreement between a specified body and the errant trader, whereby the trader agrees not to engage in an unfair practice. The trader is free to turn down the option and instead let the Panel and the court decide on the injunction application.

**8. Would consumers be able to cancel contracts under the Act?**

MTI has gazetted regulations to allow for cancellation of time share and direct sales contracts within a 3-day cooling off period (excluding Sat, Sun and public holidays). The cooling off period is specifically targeted at situations where the consumer is subjected to high-pressure sale tactics. During the cooling-off period, consumers should review their purchasing decision and, if they decide to cancel the contract, give the trader notice of cancellation in the manner provided under the Regulations.

In the event that the consumer encounters an unfair practice in the course of a time share or direct sales transaction, he would still be able to commence action under the Act and seek civil remedies. He may also exercise any other rights of action he may have under any other law, for example, contract or tort law. This is irrespective of whether the 3-day cooling off period has lapsed.

**9. Where can one obtain a copy of the Act?**

The full text of the Consumer Protection (Fair Trading) Act can be accessed at the MTI website.

**10. When would the Act and the Regulations come into effect?**

The Act and the Regulations came into effect on 1st March 2004.

10th February, 2006

**Consumer Protection Programme, Malaysia**

Email: [apcl@ciroap.org](mailto:apcl@ciroap.org)

**Consumer Association of Singapore**

Email: [complaints@case.org.sg](mailto:complaints@case.org.sg)

Dear Sir

**Official Complaint against XL Results Foundation Pte Ltd**

I write to express my concern over a Singapore based company operating in Malaysia and misrepresenting the public.

Mr. Roger Hamilton & Mr. Dave Rogers, Directors of XL Results Foundation Pte Ltd, Singapore [www.resultsfoundation.com](http://www.resultsfoundation.com) is selling a Life Membership program in Malaysia. The membership is RM 25,880 and provides life coaching modules and networking.

XL Results Foundation Pte Ltd is not registered in Malaysia however; the company is represented by Power Events in KL (Email: [hanifa@power-results.com](mailto:hanifa@power-results.com), [veronica@powersuccessasia.com](mailto:veronica@powersuccessasia.com) or telephone 03 2287 9288)

XL Results Foundation Life Members have been misrepresented by Mr. Roger Hamilton who uses the word FOUNDATION in his company name and materials. However, fails to advise those members of the public joining as members that it is actually a private limited company and **not a foundation**. (Copy of ACRA business file attached).

In order to protect the consumers from exploitation and to save them from adulterated and substandard goods, deficient services and unfair practices, I refer to the Consumer Protection Act of November 1999.

Under the country's Consumer Act of November 1999: Unfair practice is constitutes:

- misleading and deceptive conduct
- false representations and unfair practices;
- guarantees in respect of supply of goods; supply of services;
- rights against suppliers.

In the XL Results Foundation Pte Ltd company marketing material it also promotes 10% of all sales of Life Memberships sold in Malaysia are to be donated to worthwhile charitable causes.

Refer to: (<http://www.resultsfoundation.com/public/xlmag.html>). 10% of all revenue from XL Results Foundation is contributed to good causes in each country as part of the foundations' global vision of World Wide Wealth: Making Money to Give Away)

I as well as members in the community have requested proof of these charitable donations. None have been forthcoming.

In June, Education Minister Datuk Seri Dr Shafie Mohd Salleh introduced a new policy to stamp out sub-standard training and ensure courses and training is to be accredited and recognised by the Public Services Department (JPA). XL Results Foundation Pte Ltd provides coaching in Malaysia and is not accredited or recognized either in Malaysia or Singapore.

I request you look at the business activities of Mr. Roger Hamilton his business partner Mr. Dave Rogers and the company XL Results Foundation Pte Ltd, Singapore.

If a fraudulent activity has occurred, I ask you to help the Malaysians be reimbursed their membership funds made by misleading and deceptive means.

Yours sincerely  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX