IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF FLORIDA PENSACOLA DIVISION

UNITED STATES OF AMERICA,)
)
Plaintiff,)
)
V.)
)
PINNACLE QUEST INTERNATIONAL,)
SYNERGY PRODUCTIONS)
INTERNATIONAL, INC., MCD)
PRODUCTIONS,)
CLAUDIA HIRMER, MARK HIRMER,)
BRIAN BARKER,)
TONYA HOLDER, JOSHUA HOLDER,) Civil No.
ARMAND BRIGHT, S. ANTHONY LARSON,)
DOUGLAS HAGERTY,)
MICHAEL LEONARD,)
ARNOLD MANANSALA,)
NADINE GRIFFIN,)
ELLEN STUBENHAUS,)
DOVER PERRY,)
JOSEPH MCPHILLIPS, LEE WILLIAMS,)
and MICHELE BROWN,)
)
)

COMPLAINT FOR PERMANENT INJUNCTION

Nature of Action

1. This is a civil action brought by the United States of America under §§ 7402

and 7408 of the Internal Revenue Code (26 U.S.C.) (I.R.C.) to enjoin the above-named

individuals, Pinnacle Quest International (PQI), Synergy Productions International, Inc.

(SPI), and MCD Productions (MCD), and all those in active concert or participation with them, from:

(a) Organizing, promoting, or selling (or helping others to organize, promote, or sell) the tax-fraud schemes described herein, and any other tax shelter, plan, or arrangement, that incites or assists customers to attempt to violate the internal revenue laws or evade the assessment or collection of their federal tax liabilities or claim improper tax refunds;
(b) engaging in activity subject to penalty under 26 U.S.C. § 6700, including making, in connection with the organization or sale of any plan or arrangement, any statement about the securing of any tax benefit that the defendant knows or has reason to know is false or fraudulent as to any material matter; and

(c) engaging in conduct subject to penalty under any provision of the Internal Revenue Code, or engaging in any other conduct that substantially interferes with the proper administration and enforcement of the internal revenue laws.

2. This action has been requested by the Chief Counsel of the Internal Revenue Service, a delegate of the Secretary of the Treasury, and commenced at the direction of a delegate of the Attorney General of the United States, under the provisions of I.R.C. §§ 7402 and 7408. 3. Jurisdiction exists under 28 U.S.C. §§ 1340 and 1345, and I.R.C. §§ 7402(a) and 7408(a).

4. The United States' knowledge of Defendants' harm to the government was enhanced from leads and information developed by the Joint International Tax Shelter Information Centre (JITSIC).

Defendants

5. Claudia Hirmer is a member of PQI's Executive Council and its de facto leader. She is also an events director for SPI and an employee or agent of MCD. From 2002 to 2006, Claudia Hirmer earned approximately \$320,000 in commissions on the sale of PQI products. Claudia Hirmer conducts business on behalf of these three organizations from multiple addresses in Fort Walton Beach, Florida, within this judicial district and division. Claudia Hirmer resides in Niceville, Florida.

6. Mark Hirmer, Claudia Hirmer's husband, is the owner of MCD and an accounts manager for SPI. Mark Hirmer conducts business on behalf of SPI and MCD from multiple addresses in Fort Walton Beach, Florida, within this judicial district and division. Mark Hirmer resides in Niceville, Florida.

7. Brian Barker is a manager of MCD, a business entity operating from within this judicial district and division. Barker resides in Destin, Florida.

8. Tonya Holder is the daughter of Claudia and Mark Hirmer. Tonya Holder is an events director for SPI, a business entity operating from within this judicial district and division. Tonya Holder resides in Destin, Florida.

9. Joshua Holder is the husband of Tonya Holder. He participates in organizing the activities of SPI, a business entity operating from within this judicial district and division. Joshua Holder resides in Destin, Florida.

10. Armand Bright is or was a member of PQI's Executive Council, which organizes and directs PQI's activities. PQI's principal place of business is within this judicial district and division. From 2002 to 2006, Bright earned approximately \$560,000 in commissions on the sale of PQI products. Bright resides in El Cajon, California.

11. S. Anthony Larson is or was a member of PQI's Executive Council and sits on the Executive Council's Ethics Committee. Before joining PQI, Larson was a salesperson for the Institute of Global Prosperity ("Global Prosperity"). From 2002 to 2006, Larson earned approximately \$1.2 million dollars in commissions on the sale of PQI products. Larson resides in Seattle, Washington.

Douglas Hagerty is or was a member of PQI's Executive Council. From
 2002 to 2006, Hagerty earned approximately \$138,000 in commissions on the sale of PQI
 products. Hagerty resides in Kent, Washington.

Michael Leonard is or was a member of PQI's Executive Council. From
 2002 to 2006, Leonard earned approximately \$827,000 in commissions on the sale of
 PQI products. Leonard resides in Elmira, New York.

Arnold Manansala is or was a member of PQI's Executive Council. From
 2002 to 2006, Manansala earned approximately \$367,000 in commissions on the sale of
 PQI products. Manansala resides in Renton, Washington.

15. Nadine Griffin is or was a member of PQI's Executive Council. From 2002 to 2006, Griffin earned approximately \$665,000 in commissions on the sale of PQI products. Griffin resides in Danvers, Massachusetts.

16. Ellen Stubenhaus is or was a member of PQI's Executive Council. From 2002to 2006, Stubenhaus earned approximately \$1.7 million in commissions on the sale ofPQI products. Stubenhaus resides in Doral, Florida.

17. Dover Perry is or was a member of PQI's Executive Council. From 2002 to 2006, Perry earned approximately \$349,000 in commissions on the sale of PQI products. Perry resides in Renton, Washington.

Joseph McPhillips is or was a member of PQI's Executive Council. From
 2002 to 2006, McPhillips earned approximately \$1.6 million in commissions on the sale
 of PQI products. McPhillips resides in Colorado Springs, Colorado.

Lee Williams is or was a member of PQI's Executive Council. From 2002 to
 Williams earned approximately \$231,000 in commissions on the sale of PQI
 products. Williams resides in Crystal Beach, Florida.

20. Michele Brown is or was a member of PQI's Executive Council. From 2002 to 2006, Brown earned approximately \$633,000 in commissions on the sale of PQI products. Brown resides in Holly Springs, North Carolina.

21. PQI is an unincorporated organization conducting business from several addresses within this judicial district and division, including 838 Tropic Avenue, Fort Walton Beach, Florida; 50 Hill Avenue NW #A, Fort Walton Beach, Florida; and 13 NE Eglin Parkway #126, Fort Walton Beach, Florida. PQI does business under the names "Pinnacle Quest International," "PQI," "PQI, Inc.," "Pinnacle," and "Pinnacle Quest." PQI holds itself out as a Panamanian International Business Company (IBC), but is in reality a collection of individuals carrying on a fraudulent promotion for profit.

22. SPI is an incorporated organization that supports the fraudulent business activities of PQI. SPI operates from two addresses within this judicial district and division and one address in St. Louis, Missouri. In this judicial district and division, SPI operates from 838 Tropic Avenue, Fort Walton Beach, Florida; 50 Hill Avenue NW #A, Fort Walton Beach, Florida; and P.O. Box 1839, Fort Walton Beach, Florida. In Missouri, SPI maintains a mail drop at 11970 Borman Avenue, Suite 250, St. Louis,

Missouri; mail from this address is forwarded to an address in Fort Walton Beach, Florida.

23. MCD is an unincorporated business entity that supports the fraudulent business activities of PQI and SPI. MCD operates from two addresses within this judicial district and division: 13 NE Eglin Parkway, #126, Fort Walton Beach, Florida; and 50 Hill NW #A, Fort Walton Beach, Florida.

PQI's History

24. PQI is a successor organization to the Institute of Global Prosperity, which ceased operations in 2002. Global Prosperity's products falsely assured customers they could legally stop paying federal income taxes without repercussion. The sale of these products caused five state attorneys general to issue cease and desist orders to Global Prosperity.

25. One of Global Prosperity's founders, David Alan Struckman, formed PQI in 2002 using the customer list and certain technology—including a sales database—that Global Prosperity had used. Claudia Hirmer served as Global Prosperity's marketing director and was the Global Prosperity representative responsible for creating Global Prosperity's website and administering its sales database.

26. Global Prosperity produced a series of audio tapes that new members purchased for \$1,250 to become Global Prosperity members. Global Prosperity also

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hosted offshore seminars called Global II and Global III at which attendees were offered the opportunity to buy the products of tax-fraud promoters.

27. Despite the cease and desist orders, under Struckman's guidance, PQI began offering for sale products very similar to those formerly offered by Global Prosperity. PQI formed its original sales force by allowing Global Prosperity salespeople to pay a fee in exchange for permission to promote PQI products. One Global Prosperity principal has referred to the transition from Global Prosperity to PQI nothing more than a "name change."

28. In 2004, David Struckman and other Global Prosperity founders were indicted on charges of conspiracy to defraud the federal government. Two Global Prosperity founders pled guilty to charges of conspiracy to defraud the government in 2004. Following the indictment, David Struckman fled to Panama to avoid justice, but the Panamanian government subsequently deported Struckman to the United States to stand trial. A federal jury in Seattle, Washington convicted Struckman of tax evasion and conspiracy to defraud the government on November 8, 2007.

PQI's Products

29. PQI sells three products, named Q1, Q2, and Q3. These products are promoted by a team of approximately 830 PQI-authorized "Qualified Consultants," and PQI customers must purchase these products from Qualified Consultants in a prescribed sequence.

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30. PQI is a multilevel marketing scheme. Qualified Consultants are individually authorized by PQI to sell one, two, or all three of PQI's products, depending on the Qualified Consultant's previous sales record. In order for a customer to become a Qualified Consultant for any of PQI's three products, the customer must purchase the product and refer two sales of that product to the Qualified Consultant from whom the customer purchased that product.

31. Qualified Consultants pay PQI \$99 per year to serve as Qualified Consultants, and in return, they receive a portion of the purchase price of each PQI product they sell.

32. PQI's multilevel marketing structure creates strong financial incentives for Qualified Consultants to sell PQI products and to convince their customers to become Qualified Consultants.

a. PQI sells Q1 to customers for \$1,350, of which the Qualified Consultant retains \$1,000.

b. PQI sells Q2 to customers for \$7,500, of which the QualifiedConsultant retains \$6,000.

c. PQI sells Q3 to customers for \$18,500, of which the Qualified Consultant retains \$12,000.

33. PQI's multilevel marketing scheme is lucrative for Qualified Consultants. From 2002 to 2006, the Executive Council members named in this complaint had combined commissions on PQI products of approximately \$8.8 million.

34. Approximately 46 Qualified Consultants have earned at least \$100,000 in commissions selling PQI products.

35. The first product, Q1, is a package of purported "educational" resources created by PQI. Qualified Consultants tell potential customers that when they purchase Q1, they receive a 21-hour "educational" course on audio compact discs, access to an online resource center, and access to PQI-vetted experts in various fields, including federal income taxes, financial planning, and alternative medicine. In order to access the online resource center or to consult with these supposed experts, the customer must first purchase Q1.

36. PQI's 21-hour compact disc promotional course consists of recorded interviews of individuals purported to have expertise in a particular subject matter. Claudia Hirmer is the interviewer on some of these discs. The interviewed speakers make the following false statements about the federal income tax laws:

a. The Sixteenth Amendment to the United States Constitution was not properly ratified, and consequently, direct taxes by Congress upon individual citizens are unconstitutional. b. The Internal Revenue Code does not require United States citizens to pay federal taxes on income earned from wage labor.

c. IRS employees do not have authority to assess taxes against individuals, and IRS agents are personally liable to taxpayers for taxes they collect from individuals.

d. The IRS establishes federal income tax liabilities against United States citizens by fraudulently recording in internal IRS documents that the citizens reside in a United States territory or engages in excise-taxable activities such as drug trafficking.

e. The Internal Revenue Code does not apply to United States citizens who are not federal employees and who do not live within a federallyadministered territory or possession.

37. In addition to these false statements, PQI's Q1 contains false commercial speech advertising Bill Benson's Reliance Defense package and IMF Decoder's decoding services. These fraudulent tax-evasion products are discussed in detail below. One disc also contains frivolous tax arguments presented by Sherry Peel Jackson, a PQI promoter who is currently serving a four-year prison term for federal tax crimes.

38. PQI's online resource center is a collection of written materials prepared by various individuals and touted by PQI as presenting true information not widely available to the public. PQI asserts this information is intended to dispel "frauds" imposed on the

public by politicians, bureaucrats, and the government. Written materials presented in the online resource center make the following false statements—among many others—about the federal tax laws:

> a. The IRS is not a federal government agency because it was not created by an act of Congress;

b. United States citizens working within a state of the United States are liable for income taxes only if they complete a Form W-4 with a Social Security number;

c. Individuals working within the fifty states are liable for federal income taxes only if they are employed by the federal government;

d. IRS revenue agents and officers are actually employed by the

Department of the Treasury for the Bureau of Puerto Rico and are without authority in the fifty states of the union; and

e. The 16th Amendment to the United States Constitution was not properly ratified, and accordingly, direct taxes upon individuals are unconstitutional.

39. PQI and the other defendants use the false statements contained in the compact disc course and the online resource center to persuade customers that they are under no legal obligation to pay federal income taxes. PQI, speaking through its Qualified Consultants and the online resource center, tells customers they can learn how

to protect themselves against alleged government-perpetrated frauds—such as the obligation to pay federal income taxes—by using the services of PQI-vetted experts.

40. PQI, acting through its Qualified Consultants, attempts to sell Q1 purchasers tickets to attend PQI's Q2 and Q3 conferences at which the PQI-vetted experts offer their services for sale. The PQI Q2 and Q3 seminars at posh resorts and hotels in Mexico, Panama, Malta, and Paris provide customers with one-stop shopping for all their tax-fraud needs. After buying a scheme that purports to eliminate their federal income taxes through "decoding" and "rebuttal," customers can go across the aisle to a different vendor, who offers a so-called asset protection scheme—just in case the IRS isn't persuaded by the first vendor's "rebuttal." These schemes are described in detail below.

41. Q2 is a multi-day conference available to customers who have already purchased Q1. PQI charges customers \$7,500 to attend the Q2 conference, which does not include most meals, lodging, or airfare expenses.

42. At Q2 conferences, PQI presents customers with PQI-vetted speakers who offer services or investment opportunities. PQI claims these services and investments build on the general information presented in the Q1 course. Several vendors who appear at Q2 conferences promote schemes advocating or facilitating illegal non-filing of federal income tax returns and violations of federal tax laws. Each vendor must pay PQI to appear at the Q2 conference. The fraudulent conduct of specific vendors is discussed below.

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43. PQI generally organizes one or two Q2 events per year. Attending a Q2 conference is a prerequisite for attending a Q3 conference. PQI has organized approximately nine Q2 conferences since 2002. Among these nine, PQI held Q2 conferences in the following locations on the dates indicated:

Date of Conference	City and Country	Location
December 8-12, 2002	Punta Cana, Dominican Republic	The Barceló Bávaro Beach Resort
December 6-12, 2003	Cancun, Mexico	Hilton Cancun
June 20-26, 2004	Cabo San Lucas, Mexico	Crowne Plaza Hotel
February 19-25, 2005	Cancun, Mexico	Hilton Resort & Hotel
October 22-30, 2005	Ixtapa, Mexico	Melia Azul Ixtapa Resort
May 23-June 3, 2006	Cancun, Mexico	Moon Palace
December 2-9, 2006	Cancun, Mexico	Unknown
September 16-22, 2007	Cancun, Mexico	Moon Palace

44. Approximately 2,500 individuals and 15 PQI-vetted vendors attended the October, 2005 Q2 conference in Ixtapa, Mexico.

45. A tenth Q2 conference is scheduled for May 18-24, 2008 at the Moon Palace in Cancun, Mexico. A copy of PQI promotional literature advertising this event is attached as Government Exhibit 1.

46. Customers who have attended a Q2 conference are eligible to attend a Q3 conference, which is a multi-day offshore conference at which similar PQI-vetted

services and investments are presented and sold. Customers pay \$18,750 to attend the Q3 conference, which does not include the price of airfare to and from the conference.

47. Certain of the vendors that present fraudulent tax-evasion schemes at the Q2 conferences hawk these same wares at the Q3 conferences. Each vendor must pay PQI to appear at the Q3 conference. The fraudulent conduct of specific vendors is discussed below.

48. PQI has organized three Q3 conferences since 2002. PQI hosted a Q3 conference at the Marriott Hotel in Panama City, Panama, September 19-25, 2004, and another at the Radisson SAS Golden Sands in Malta, February 25-March 5, 2006. Approximately 400 people and 10 vendors attended the Q3 conference in Malta.

49. In 2007 PQI hosted a 400-person Q3 conference aboard the Celebrity Cruise Line ship *Galaxy*, promoting a smorgasbord of tax fraud at sea. Ports of call during the May 14-21 Mediterranean cruise included Rome, Italy; Piraeus, Greece; Kusadasi, Turkey; Santorini, Greece; and Mykonos, Greece. Sherry Peel Jackson spoke about her frivolous tax-avoidance arguments at this Q3 conference just a few weeks after her April 13, 2007 federal indictment in the Northern District of Georgia for willful failure to file federal income tax returns. Tonya Holder and Claudia Hirmer were the two defendants primarily responsible for organizing the May, 2007 Q3. Two promotional documents advertising this Q3 conference are attached as Government Exhibit 2.

50. PQI is scheduled to host a fourth Q3 conference at the Westin Paris, April 12-

19, 2009. PQI advertises that this meeting is where

business meets pleasure. Memorable meetings don't remain mere gatherings of like-minded people; instead they are a balance of business and pleasure, of aspiration and insight, of ideas and actions, and of productivity in luxury.

A copy of PQI promotional literature advertising this event is attached as Government Exhibit 3.

51. At Q2 and Q3 conferences, PQI-vetted speakers instruct attendees that they should conduct their own research, which the speakers refer to as "due diligence," on all investments and products offered for sale at the conference. PQI explains that customers should consult with attorneys or financial advisers before investing or purchasing the services of experts. But PQI also tells customers that they cannot trust the advice of their attorneys or financial advisers because these individuals will lie to perpetuate the alleged frauds that PQI's "educational" materials claim to dispel.

52. In addition to fraudulent tax-evasion schemes, vendors at PQI conferences have promoted these goods, services, and investments:

a. An electromagnetic technology allegedly suppressed by the American
Medical Association that can supposedly cure tuberculosis, certain
cancers, polio, spinal meningitis, tetanus, and pneumonia;

b. Supposedly anonymous means by which to trade stocks, commodities, and currency;

c. Allegedly "unbreachable" computer security systems;

d. Personal products that allegedly affect an individual's electromagnetic field so as to reduce stress;

e. Real estate deals in Costa Rica;

f. Anonymous means of obtaining money orders so as to avoid having to provide a Social Security number to a bank;

g. Tax and residency programs allegedly available in Panama for teak farmers;

h. Courses available to allegedly help individuals create "real" wealth by removing emotional and mental conflicts in their consciousness with regard to making and spending money.

PQI Is Operated by its Executive Council

53. The PQI Executive Council is composed of 15 to 25 people who collectively operate PQI for profit. PQI Qualified Consultants who have a sufficiently robust sales record are elected to the Executive Council by the existing Executive Council members. Because Executive Council members are also PQI sales personnel, Executive Council members stand to realize a personal pecuniary gain from the profitable operation and growth of PQI.

54. PQI, acting through its Executive Council, creates relationships with entities and individuals who desire to sell their products and services to PQI's customers. PQI

uses exclusive, mutually beneficial contracts with these vendors as a part of its strategy to sell more Q1, Q2, and Q3 products.

PQI's Executive Council Vets all Vendors

55. Before a vendor may sell its products to PQI's customers, PQI's Executive Council reviews an application completed by the vendor that, *inter alia*, explains the following: whether the product is based on existing laws or codes; whether the product has ever been challenged by a government entity or failed to withstand government scrutiny; whether the vendor's principals are involved in any litigation; and existing or pending legislation that may adversely affect the vendor's product line. PQI's Executive Council does not require the vendors to certify that their products comply with existing laws and regulations.

56. A subcommittee of the Executive Council reviews these applications as one part of a PQI investigation of the vendor and product to be offered. The entire Executive Council then votes on whether to permit a vendor to become a PQI-approved vendor. The Executive Council of PQI requires that only products that have been vetted may be offered to PQI customers. Under an agreement formed between PQI and the vendor, PQI has the right to review the vendor's products quarterly. 57. In marketing its Q2 and Q3 conferences, PQI and PQI's Qualified Consultants assure PQI customers that all products that will be presented have been vetted by PQI. A PQI-approved speaker at the Q2 and Q3 conferences reminds attendees that PQI has vetted and approved all products available for purchase at the conference. Speakers at Q2 conferences tell customers that no one has ever lost money investing in a scheme or product presented at a Q2 conference.

58. PQI's Executive Council revokes certain vendors' authority to sell to PQI customers, and PQI explains the reasons for these decisions on a portion of its website. No vendor's authority has been revoked for violating (or failing to comply with) federal tax laws.

PQI and Vendors Have an Exclusive Dealing Arrangement

59. As a condition of obtaining the PQI Executive Council's approval to market a vendor's products to PQI customers, PQI insists that vendors not deal with any PQI competitor. Under the agreement, PQI's Executive Council decides what organizations are competitors.

60. As a further condition, the vendor must agree that it will not sell its scheme or investment to any customer under any circumstances if the customer has not first purchased Q1 from a PQI-approved Qualified Consultant. To facilitate this process, PQI has allowed employees of certain vendors to become PQI-approved Qualified Consultants so that an agent of the vendor can sell both Q1 and the vendor's product. 61. A PQI Executive Council has described PQI as similar to a members-only retail store: Only after a customer has become a PQI member by purchasing Q1 may the customer avail himself or herself of the products and investments PQI vendors offer.

62. Through these exclusive-dealing arrangements, PQI makes its Q1 "educational" course a de facto component of all schemes and investments sold by PQI vendors, including the fraudulent tax-evasion schemes sold by certain PQI-approved vendors, described in detail below.

PQI and its Vendors Promote Each Other Through Advertising

63. PQI's website carries advertisements for PQI-approved vendors that promote fraudulent tax schemes, as explained in more detail below.

64. PQI issues three-way call lists that PQI's Qualified Consultants use to promote the services of vendors as a means of inducing potential customers to purchase Q1 from PQI. While on the phone with a potential customer, the Qualified Consultant can place a third-party call to an existing customer listed on the three-way call list, and the existing customer will extol the virtues of a particular vendor's products to the potential customer.

65. PQI allows its Qualified Consultants to maintain their own websites, and PQI offers its Qualified Consultants the opportunity to place on these websites links to certain PQI-approved vendors' websites. In particular, PQI facilitates Qualified Consultants linking their personal websites to Bill Benson's website, which has offered services

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designed to help customer evade federal taxes. The U.S. District Court for the Northern District of Illinois recently enjoined Benson from promoting his tax-fraud scheme. See <u>http://www.usdoj.gov/tax/txdv08020.htm.</u>

66. PQI sends emails to its customers advertising the products of its vendors, including vendors that aid and abet federal tax law violations, such as IMF Decoder and SORCE, whose fraudulent tax schemes are described in detail below.

67. Certain PQI-approved vendors, including Bill Benson, IMF Decoder, and SORCE, advertise or advertised for PQI on their websites.

PQI-Approved Vendors Promote Tax-Evasion Schemes

68. PQI's Executive Council has approved numerous vendors to market their goods to PQI customers despite these vendors' promotion of tax schemes that are obviously fraudulent. In fact, PQI vendors were a Who's Who of notorious tax defiers, including Sherry Peel Jackson (recently convicted of federal tax crimes), Bill Benson (recently enjoined for promoting his tax-fraud scheme, and previously convicted of tax evasion) and David Carroll Stephenson (enjoined from promoting tax scams and then later convicted of conspiring to defraud the government).

69. Southern Oregon Resource Center Educational Service (SORCE), organized by Gino Casternovia, is or was a PQI-approved vendor that sells a fraudulent tax scheme.

a. SORCE, acting through Casternovia, Rod Hagopian, Rob

Pendell, and Mark Lyon, promotes scams that involve the sale and use of

sham entities, including what it calls international business corporations (IBCs), private interest foundations (PIFs), pure foreign common law trusts, and Nevada Limited Liability Corporations.

b. SORCE promotes and sells two primary tax-fraud schemes: "asset protection" and "disenfranchisement."

c. Through the "asset protection" scheme, SORCE helps people evade federal tax by helping them create bogus entities to which the customers transfer and hide their personal assets and businesses, while maintaining complete control over them. SORCE falsely tells customers that income generated by these businesses and assets is not taxable. To help its customers accomplish these unlawful transfers, SORCE provides the customers with instructional materials, guidance, and staff support.
d. Through its "disenfranchisement" tax-fraud scheme, SORCE falsely tells customers that the federal income tax system is voluntary, and that they can opt out of their federal income tax obligations simply by revoking their social security numbers and other government identification numbers.

e. PQI's Executive Council has vetted SORCE's tax-fraud schemes, approved these schemes for sale to PQI customers, and allowed SORCE to present these schemes at Q2 and Q3 conferences.

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70. IMF Decoder, formerly known as IRS Codebusters, is organized by Sharon Kukhahn, Daniel Shaw, and Robbie Struckman. It is or was a PQI-approved vendor that sells a fraudulent tax scheme.

> a. Through seminars, promotional materials, and websites, IMF Decoder sells a multi-phase program that falsely claims that (1) customers are not required to pay federal income taxes unless they are living in a United States territory and (2) United States residents can be taxed only by a federal excise tax and only if they are involved in an excise-taxable enterprise. IMF Decoder further falsely tells customers that in order to subject citizens to a tax, the IRS fraudulently misidentifies citizens as residents of a U.S. territory such as the U.S. Virgin Islands and/or misidentifies their occupations as an enterprise subject to an excise tax, such as firearms manufacturing or narcotics trafficking.

> b. The first phase of the program provides the customer a Freedom of Information Act ("FOIA") form that requests the IRS to produce a transcript of the customer's IMF (individual master file). Once the customer receives a copy of his or her IMF transcript, under the second phase of the program IMF Decoder "decodes" the transcript to determine if the IRS had fraudulently converted the customer's residence to a

territory and/or occupation to an excise taxable enterprise in order to tax the customer.

c. After determining that the IRS supposedly fraudulently misidentified the customer's residence and/or occupation in the customer's IMF, during the third phase IMF Decoder prepares a "rebuttal letter" to the IRS demanding that the IRS correct "false and unlawful entries" and produce "lawful documentation evidencing" that the customer is subject to internal revenue laws and is required to pay income taxes; and that the IRS cease and desist all actions against the customer.

d. The final phase of the "decoding" process, consists of obtaining certified copies of the documents obtained through the FOIA process that purportedly demonstrate that the customer is not required to file a federal tax return. IMF Decoder falsely advises customers that they can use these documents as evidence to show they are not obligated to file a federal income tax return in the "unlikely" event the customer's claim that he/she is not required to file federal tax returns is challenged in court.

e. PQI's Executive Council has vetted IMF Decoder's fraudulent tax schemes, approved these schemes for sale to PQI customers, and allowed IMF Decoder to present these schemes on Q1 audio compact disc course and at Q2 and Q3 conferences.

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71. Bill Benson is or was authorized by PQI to promote his fraudulent tax scheme called the Reliance Defense Package to PQI customers.

a. Benson assured PQI customers that they were not required to file
federal income tax returns based on his false claim that the Sixteenth
Amendment to the United States Constitution was not properly ratified.
b. Benson also sold PQI customers products that Benson falsely promised
would shield these customers from criminal prosecution for not paying
federal income taxes.

c. Benson advertised this scheme on PQI's Q1 compact disc course and at Q2 conferences.

d. PQI Qualified Consultants could link to Benson's webpage from their own websites with PQI approval.

e. The United States sued Benson to enjoin this sale of the Reliance Defense Package on November 10, 2004. The federal district court for the Northern District of Illinois permanently enjoined Benson from selling this fraudulent tax scheme on January 11, 2008.

72. PQI-approved vendor Sherry Peel Jackson sold materials that fraudulently purport to help customers avoid federal tax by showing that they are not required to pay federal income taxes.

a. Jackson, a former I.R.S. Revenue Agent, based her argument on a false and tortured reading of section 861of the Internal Revenue Code that has been consistently rejected by courts.

b. Jackson advocated her frivolous positions on PQI's Q1 "educational" audio course and promoted the sale of her "861 Evidence Disc" at Q2 and Q3 conferences. This disc purports to explain why U.S. citizens are not obligated to pay federal income taxes or file federal income tax returns.
c. Jackson also marketed at PQI conferences a DVD titled "Breaking the Invisible Shackles - Sherry Peel-Jackson Speaks Out," on which she discusses IRS audit techniques, interview questions, and methods for determining unreported income. Jackson sold this DVD to PQI customers for \$40.

d. Jackson was convicted last November in the U.S. District Court for the Northern District of Georgia of four counts of willfully failing to file federal income tax returns. She is currently serving a four-year prison sentence for those crimes.

e. Jackson was also a PQI Qualified Consultant, and from 2002 to 2006,
Jackson earned approximately \$138,000 in commissions on the sale of
PQI products.

73. American Business Estate and Tax Planning (ABETP, a.k.a. ABEP),

organized by David Carroll Stephenson and Michael Shanahan, was a PQI-approved vendor prior to May, 2004. Stephenson falsely advised PQI customers they could avoid paying federal income taxes on income and assets placed into "pure equity trusts" over which the customer retained full control. Stephenson was enjoined from promoting his scheme in 2004. See <u>http://www.usdoj.gov/tax/txdv04155.htm</u> and http://www.usdoj.gov/tax/prtax/Stephenson_DefaultudgPermInj%20.pdf. In 2006 Shanahan pled guilty to federal charges of conspiracy to defraud the government and

willful failure to file federal income tax returns. See

http://www.usdoj.gov/tax/txdv06680.html. A jury convicted Stephenson of these charges. See http://www.usdoj.gov/tax/txdv06092.htm.

Knowledge of Illegal Conduct

74. Members of PQI's Executive Council have reason to know and know that their conduct and their false statements about the tax laws help PQI vendors sell tax-fraud schemes. For example:

a. In 2003 the Justice Department sued David Carroll Stephenson to enjoin him from promoting his tax-fraud scheme. The complaint and motion for preliminary injunction clearly described the illegal nature of Stephenson's scheme. See <u>http://www.usdoj.gov/tax/txdv03720.htm</u> and <u>http://www.usdoj.gov/tax/txdv04155.htm.</u> b. In May 2004, PQI founder and former PQI Executive Council member
David Struckman was indicted for his role in the Institute of Global
Prosperity, an organization that offered products similar to those offered
by PQI. Struckman was convicted in 2007 of conspiracy to defraud the
government.

d. In November 2004, the United States filed a complaint for permanent injunction against PQI-vetted vendor Bill Benson for selling a fraudulent tax scheme similar to other tax-fraud schemes that PQI vendors sell. The court enjoined Benson in November, 2007.

e. The principals of former PQI-approved vendor ABETP were found guilty of conspiring to defraud the government in 2006 for offering for sale sham trusts similar in nature to products PQI vendors currently offer for sale.

f. Sherry Jackson Peel, a presenter at many PQI-sponsored conferences, including the May, 2007 Q3 conference aboard the Celebrity Cruise Line ship *Galaxy*, was indicted and convicted in 2007 of willfully failing to file federal income tax returns.

g. PQI has posted the following on its website:

"WE THE PEOPLE organization is another group very much involved in educating people through professionals and written proof about the current Federal Income Tax being unlawful. Check out this web site, then click on the Contact Us button found on this web site for further information. http://www.givemeliberty.org."

In August, 2007, the Northern District of New York enjoined We the People and Robert Schulz from promoting a tax-avoidance scheme based on the premise that the 16th Amendment to the Constitution was improperly ratified, that Congress lacks taxing authority outside the District of Columbia and federal territories, and that U.S. citizens are not legally required to prepare and file federal income tax returns. A copy of the injunction order is posted on We the People's website. We the People's frivolous arguments regarding the internal revenue laws are essentially identical to arguments presented by PQI-approved vendors. See <u>http://www.usdoj.gov/tax/prtax/txdv07595.htm</u>.

75. PQI is a continuation of Global Prosperity and offers for sale products very similar to those formerly offered for sale by Global Prosperity, which the members of PQI's Executive Council know and have reason to know are fraudulent.

a. Global Prosperity received cease and desist orders from five states'Attorneys General before PQI opened for business in 2002.

b. On December 15, 2005, Global Prosperity founder Lorenzo Lamantia pled guilty to felony charges for tax evasion and conspiracy to defraud the government. See <u>http://www.usdoj.gov/tax/prtax/txdv05674.htm</u>. In July,

2006, the Department of Justice enjoined Lamantia for his involvement in Global Prosperity. See http://www.usdoj.gov/tax/prtax/txdv06436.htm. c. In July, 2004, Global Prosperity founder Daniel Andersen plead guilty to a tax charge stemming from a conspiracy to defraud the government. d. Keith Anderson was a speaker featured on Global Prosperity's audio tapes, which were similar to PQI's Q1. Keith Anderson promoted the use of fraudulent trusts to avoid paying federal income taxes. In April, 2005 a jury convicted Anderson of conspiracy to defraud the government, mail and wire fraud, money laundering, and aiding and assisting the filing of false tax returns http://www.usdoj.gov/opa/pr/2005/April/05_tax_210.htm

76. Despite these injunction suits and criminal prosecutions, PQI has not ceased approving and promoting similar tax-fraud schemes offered by its vendors.

77. PQI helps vendors sell their products by assuring customers that PQI has thoroughly investigated the products that the vendor will offer. But even a cursory review of the legal positions asserted by PQI's tax-scheme vendors would reveal the falsity of their claims.

SPI's Role in Support of PQI's Fraudulent Activities

78. Synergy Productions International, Inc. (SPI) supports the fraudulent activities of PQI and its vendors. PQI's Executive Council determines which products PQI will sell or promote to customers; SPI provides the mechanisms necessary to deliver those products to the customer and receive payment from the customer. SPI is solely dedicated to serving PQI and serves no other client. SPI is thus a division of PQI and not an independent entity.

79. SPI is operated by Claudia Hirmer and Mark Hirmer, with the assistance of Brian Barker, Tonya Holder, and Joshua Holder.

80. PQI's Qualified Consultants must execute an agreement with SPI in order to become a PQI Qualified Consultant. Completing this agreement allows the Qualified Consultant to place an order for PQI's products through SPI on the customer's behalf. SPI then ships the PQI product directly to the customer. SPI receives all payments made by customers for all PQI products.

81. SPI determines which PQI Qualified Consultants are eligible to sell which of PQI's three products to customers based on the Qualified Consultant's sales record. Under the Qualified Consultant agreement that all Qualified Consultants execute, SPI and PQI share control over the approved sales methods Qualified Consultants may use to promote PQI products.

82. Pursuant to the Qualified Consultant agreement, a subcommittee of PQI's Executive Council determines whether a Qualified Consultant has violated the Qualified Consultant agreement and whether sanctions or termination of consultant status are necessary. PQI forwards its determination to SPI, which is responsible for enforcing PQI's decision.

83. SPI is exclusively responsible for making all local arrangements for PQI's Q2 and Q3 conferences. SPI is also responsible for collecting payment from PQI-approved vendors of those fees vendors must pay in order to appear at Q2 and Q3 conferences.

84. Between January 1, 2003 and December 31, 2004 alone, a bank account held by SPI received deposits exceeding \$3.6 million.

MCD's Role in Support of PQI's Fraudulent Activities

85. Like SPI, MCD supports the fraudulent activities of PQI. MCD operates

PQI's website, and did or does operate the website for PQI-approved vendor Bill Benson.

Before serving PQI, MCD maintained the website for the Institute of Global Prosperity.

86. MCD is operated by Claudia Hirmer, Mark Hirmer, and Brian Barker.

87. MCD maintains a database of sales made by PQI's Qualified Consultants that

SPI uses to determine which Qualified Consultants may sell which PQI products.

88. MCD processes credit card sales of PQI products.

89. MCD maintains a bank account in which funds received from the sale of PQI products are deposited.

Harm to Government

90. Defendants' schemes and the schemes of Defendants' vendors harm the government by fraudulently helping customers evade federal taxes and helping customers hide assets and income from the IRS.

91. The scope of the Defendants' scheme is enormous: From 2002 to 2006, PQI had gross sales of approximately \$54 million. Of this sum, PQI realized approximately \$16 million in sales revenue from the sale of its various products and the approximately 830 Qualified Consultants collectively realized approximately \$37 million in sales commissions.

92. Approximately 11,500 customers have purchased Defendants' tax-fraud schemes. The fraudulent tax schemes of just two PQI-vetted vendors, IMF Decoder and SORCE, have deprived the United States of over \$13 million in forgone federal income tax revenue.

93. The United States is further harmed because the IRS must dedicate its scarce resources to detecting and examining the inaccurate returns filed by PQI customers as a result of tax-fraud schemes that PQI promotes, and in attempting to assess and collect unpaid taxes.

94. Some of the revenue loss caused by Defendants' activities may never be recovered.

95. Defendants' extensive involvement in these numerous and elaborate schemes and their willingness to continue promoting these fraudulent schemes while former PQI members are enjoined, prosecuted, and convicted indicate that the misconduct described in this complaint or other similar misconduct is likely to recur unless Defendants are permanently enjoined. Defendants plan to promote fraudulent tax-evasion schemes at a

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Q2 conference in Cancun, Mexico in May, 2008 and at a Q3 conference in Paris, France in April, 2009.

Count I: Injunction under I.R.C. § 7408 for violations of § 6700

96. The United States incorporates by reference the allegations contained in paragraphs 1 through 95.

97. I.R.C. § 7408 authorizes a district court to enjoin any person from, *inter alia*, engaging in conduct subject to penalty under I.R.C. § 6700 if the person has engaged in such conduct and injunctive relief is appropriate to prevent recurrence of the conduct.

98. Section 6700 imposes a penalty on any person who organizes or participates in the sale of a plan or arrangement and in so doing makes a statement with respect to the allowability of any deduction or credit, the excludability of any income, or the securing of any tax benefit by participating in the plan or arrangement which that person knows or has reason to know is false or fraudulent as to any material matter.

99. PQI's plan or arrangement has three major components:

a. PQI advertises its products and the products of its vendors through its website, its Qualified Consultants, its three-way call list, and its emails to customers.

b. PQI requires that all customers purchase PQI's Q1 audio course before purchasing vendors' fraudulent tax schemes. In so doing, PQI makes its

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Q1 a de facto component of each fraudulent tax scheme PQI's vendors sell, whether that sale occurs before, after, or during a Q2 or Q3 conference.

c. PQI provides a forum, in the form of Q2 and Q3 conferences, for vendors of tax-fraud schemes to sell their products. PQI controls which vendors may appear at these conferences, and PQI agents falsely and fraudulently vouch for the quality of the vendors' products in order to help vendors sell the products.

100. PQI furnishes or causes to be furnished false or fraudulent statements about the tax consequences of participation in its vendors' tax fraud schemes in the following ways:

> a. PQI sells Q1 which contains false statements about the federal income tax laws and contains false statements from vendors about the tax benefits of using their products.

b. PQI publishes an online resource center that contains false and fraudulent statements about federal tax laws.

c. PQI provides a forum at which PQI-approved vendors may advertise their fraudulent tax schemes and furnish false statements to customers. By allowing only vendors that PQI approves, PQI implicitly, and in some cases explicitly, vouches for the veracity of the vendors' false speech. 101. Defendants know and have reason to know that these statements are false and fraudulent within the meaning of 26 U.S.C. § 6700.

102. If not enjoined, Defendants will continue to organize and sell taxfraud schemes.

103. Injunctive relief is appropriate to prevent recurrence of this conduct.

Count II: Injunction Under I.R.C. § 7402

104. The United States incorporates by reference the allegations contained in paragraphs 1 through 103.

105. I.R.C. § 7402(a) authorizes a court to issue injunctions as may be necessary or appropriate for the enforcement of the internal revenue laws, even if the United States has other remedies available for enforcing those laws.

106. Defendants' activities substantially interfere with the enforcement of the internal revenue laws by promoting tax-fraud schemes and noncompliance with federal income tax laws.

107. Defendants' conduct results in irreparable harm to the United States for which the United States has no adequate remedy at law.

108. Unless enjoined by this Court, Defendants are likely to continue to engage in illegal conduct. The United States is entitled to injunctive relief under I.R.C. § 7402(a).

WHEREFORE, plaintiff, the United States of America, prays for the following relief:

A. That this Court, under 26 U.S.C. §§ 7402 and 7408, enter a permanent injunction prohibiting Defendants and their representatives, agents, servants, employees, and anyone in active concert or participation with them, from directly or indirectly by means of false, deceptive, or misleading commercial speech:

(1) Organizing, promoting, marketing, or selling (or assisting therein) any tax shelter, plan, or arrangement, including but not limited to those described in this complaint, or any other tax shelter, plan or arrangement that incites or assists customers to attempt to violate the internal revenue laws or unlawfully evade the assessment or collection of their federal tax liabilities or unlawfully claim improper tax refunds;

(2) engaging in activity subject to penalty under 26 U.S.C. § 6700, including making, in connection with the organization or sale of any plan or arrangement, any statement about the securing of any tax benefit that the Defendants know or have reason to know is false or fraudulent as to any material matter;

(3) engaging in conduct subject to penalty under any provision of theInternal Revenue Code, or engaging in any other conduct that interferes

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with the proper administration and enforcement of the internal revenue laws.

B. That this Court allow the government full post-judgment discovery to monitor Defendants' compliance with the injunction;

C. That this Court order Defendants to provide the United States with a list of all present and former PQI customers and those customers' addresses, phone numbers, and email addresses;

D. That this Court order Defendants to provide the United States with a list of all persons who attended any Q2 or Q3 conference or other PQI-sponsored event since January 1, 2006, and a list of all persons who have registered to attend any future Q2 or Q3 conference or other PQI-sponsored event, which list shall include those persons' addresses, phone numbers, and email addresses;

E. That this Court order Defendants to provide the United States with a list of all persons who have ever sold any PQI product, including audio discs or tickets to conferences, which list shall include those persons' addresses, phone numbers, and email addresses;

F. That this Court order Defendants to provide the United States with a list of all speakers, vendors, and any other persons who have ever sold any product or made any presentation to PQI customers, which list shall include those persons' addresses, phone numbers, and email addresses;

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G. That this Court order Defendants to notify all present and former customers, and all PQI vendors that sold tax-related schemes through PQI that those schemes were and are invalid;

H. That this Court order that its permanent injunction be displayed on all websites over which any Defendant has control that pertains in any way to PQI, products or services offered by PQI vendors, SPI, or MCD;

I. That this Court grant the United States such other and further relief as the Court deems just and appropriate.

GREGORY ROBERT MILLER United States Attorney

s/ Robert E. Fay ROBERT E. FAY Trial Attorney, Tax Division U.S. Department of Justice Va Bar. No. 74871 Post Office Box 7238 Ben Franklin Station Washington, D.C. 20044 Telephone: (202) 305-9209 Facsimile: (202) 514-6770 Email: Robert.E.Fay@usdoj.gov

Q2 International Conference Purchase Agreement

Pinnacle Quest International Inc. is proud to present the 10th Quest International Q2 Conference

May 18th – May 24th 2008 (Recommended travel dates <u>Arrive May 17th</u> and <u>May 25th</u>)

In Cancun Mexico



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We at Quest could not be more excited about the upcoming Q2 International Conference. This is an event none of you want to miss. And for all Consultants, make sure that all of your Q1 clients receive the opportunity to learn about the tremendous benefits of attending the Q2 Conference, as this will be a landmark event.

The Team for Pinnacle Quest International, Inc.

Please go to <u>www.PQIEvents.com</u> for the latest information, and to <u>BOOK your room online</u>, as well as other information for Planning Your Trip to Q2.

Please be sure you have received all 6 pages. Please take the necessary time to read and complete each page carefully.

Document 102, Q2 Agreement

Q2 International Conference Purchase Agreement

QUEST 2 CONFERENCE TICKET

CHECK APPLICABLE BOXES (Consultant's please refer to Consultant's Handbook for all ordering procedures):

- □ New Participant Your Consultant will order this for you \$7,500
- □ Spouse/Partner Ticket \$1500 (You or your consultant can order this for you)
- □ Language Translation Service (\$200 per person)* ____ French ____ Spanish (See below for more details)
- □ Children's Ticket \$750 (ages 12 17) No children under 12 permitted in Conference**
- □ Repeat Participant \$1500 (You or your consultant can order this for you)
- □ ATTEND Upcoming Q2 Conference in Cancun May 18th May 24th 2008 in Cancun, Mexico
- □ Future Event Application: ticket redeemable for the next Q2 event (Event after May 2008)
- Exchange Future Ticket to Current Event, \$100 administration fee up to 30 days prior to the conference. \$250 inside 30 days. See Q2 Product Order Form (F.O.D. 107). This option is only available for PQI tickets that may have been purchased as a FUTURE Ticket, but now can make the CURRENT Event.
- Exchange current ticket to Future Event (\$100.00 fee), see Q2 Product Order Form. (F.O.D. 107). Must be completed <u>45 days prior</u> to the conference. If Ticket is not exchanged 45 days prior to conference, the fee goes up to \$250.00 until 10 days prior to the Conference. Inside of 10 days, there is no transfer to a Future Event allowed unless a Medical Emergency is verified. (Penalty still applies) <u>NO EXCEPTIONS</u>. PQI relies on your attendance to make arrangements for the Conference, and is held financially responsible if you do not attend.
- Surcharges and Deadlines: Deadline for payments of new and repeat Q2 tickets is May 1, 2008. If mailing payment, payment must be postmarked no later than Thursday, May 1st for Friday May 2nd delivery. Any tickets ordered after May1st must be paid at the event in the form of Cash or Certified Funds with a mandatory additional \$250.00 fee. (Total \$1750 for new and repeat tickets ordered or paid after May 1st). IMPORTANT! Even if paying at the event with the additional fee, all tickets should be ordered online to prevent any delays in the Solutions Office at the event. The \$250 fee must be paid for any tickets ordered after May 1st, or physically received later than May 2, 2008.

** Babysitting services are available at the hotel during certain hours <u>at your expense</u>. Please contact the hotel for details on these services.

IMPORTANT – Please Initial ______ At each Q2 Conference, you are responsible for making and paying for your hotel room reservations at the PQI Conference Hotel through the PQI link and contact information given. If you make your hotel arrangements through another travel agent, time-share or other party there will be up to \$700 per person fee. This is mandatory because PQI has set aside rooms with a deposit for your convenience. We will be penalized if the bookings we reserve are not filled through the travel agency/hotel we have an agreement with. If you make accommodations at another facility, or through another travel agency, or even through the same hotel, but not on the PQI Plan, you will be charged up to \$700, and will still be responsible for all your meals which are included with the Hotel Arrangements through PQI. There are NO EXCEPTIONS to this policy.

If Translation Is Required:

* Please check the appropriate language. These requests must be submitted prior to May 1, 2008 to insure headset availability. *A minimum of 30 requests is required for each language to be interpreted*. There is a \$200 Fee for translation per person. If we do not have enough participants for the translation, your ticket will be honored for the next event, only if this option is checked, and you paid the \$200 with the Q2 ticket.

____ Spanish ____ French

Participant will need their passport as a deposit. Please bring extra photocopies of your passport.

Q2 International Conference Purchase Agreement

- 1. This Agreement is between: ______, the Purchaser and ______, the Qualified Consultant (List partner name if applicable) ______. Please note that a partner must also fill out a separate application to attend the conference.)
- 2. The Purchaser is hereby purchasing from the Qualified Consultant (hereinafter "Consultant") the Quest 2 Conference ticket (hereinafter "Event" "Conference").
- 3. The purchase price of the Conference is \$ \$7500 USD (Seven Thousand Five Hundred US Dollars) and is payable from the Purchaser to the Consultant. A Partner/Spouse Ticket is \$1500.00. It is recommended that The Purchaser complete the Q1 Foundational Education prior to attending the Q2 Conference.
- 4. Payment in full shall accompany the signed original of this Agreement, and both the payment and the executed original of this Agreement shall be sent to the Consultant. All payments made are nonrefundable.
- 5. **IMPORTANT!** Upon receipt of the executed Agreement, the Consultant agrees to order a Q2 Conference Ticket from SPI within 72 hours. A Premier Sale ticket must be ordered in 30 days. There is NO REFUND for Q2 payments.
- 6. The payment should be made payable to the following person(s) and/or enterprise, at the following complete mailing address, via private courier:

Name:			
Address:			
City:	State/Province:	Country:	Zip:

- 7. After Consultant's receipt of the executed Agreement and payment, the Consultant agrees to promptly order a Q2 Conference Ticket from the Publisher.. You the Client should receive am e-mail receipt by SPI, Inc., letting them know their ticket has been ordered. If you do not receive an e-mail receipt from SPI, Inc. within 5 working days of paying your Consultant, even a deposit, please contact support@pqi.cc for verification your ticket was ordered. The physical tickets will be picked up at the Event, and will not be mailed prior to the event. However, you will receive an E-Ticket confirmation with your ticket number to bring with you and present when you register at the Conference. If you do not receive your Q2 receipt with your ticket number please contact support@pqi.cc to let us know so we can verify we have the correct information.
- 8. Consultant represents that Consultant is a Qualified Consultant of the Conference ticket and both parties agree that any issues with respect to this sale are solely between the Purchaser and the Consultant.
- 9. The Purchaser understands that if Purchaser has requested a ticket for a specific event, that ticket is not guaranteed. Tickets are available and reserved on a first-received-first-reserved basis. If for any reason there is no space at the requested event, a future event ticket for the next event will be issued.
- 10. Exchange current ticket to Future Event (\$100.00 fee), see Q2 Product Order Form. (F.O.D. 107). Must be completed <u>45 days prior</u> to the conference. If Ticket is not exchanged 45 days prior to conference, the fee goes up to \$250.00 until 10 days prior to the Conference. Inside of 10 days, there is no transfer to a Future Event allowed unless a Medical Emergency is verified. (Penalty still applies) <u>NO EXCEPTIONS</u>. PQI relies on your attendance to make arrangements for the Conference, and is held financially responsible if you do not attend. If the Purchaser does not request a Future Event ticket within the specified time frame, the Purchaser will permanently forfeit the ticket. If the Purchaser then chooses to attend a Future Event, it will be necessary to purchase a replacement ticket at the wholesale cost and submit another application to attend any future event.
- 11. This is a group function. Special arrangements are made to facilitate the Conference including blocks of hotel rooms and function space. All reasonable efforts are made to secure the lowest possible group rates. You the client are financially responsible for all your hotel expenses at the designated hotel. Hotel arrangements should be made through the designated service provider. Details will be attached to this document within three months of each Conference. In the event that a participant does not make their hotel reservations through the designated service there will be required an additional fee of up to \$1000 (see page 6) to attend the conference and all functions.

- 12. The Purchaser understands that the Publisher facilitates and provides the experts for the Event. The Purchaser accepts total responsibility for any agreements the Purchaser enters into with said experts. The Purchaser understands that the Publisher does not endorse the said experts nor will the Publisher or Consultant be held liable for any claims or agreements entered into between any said experts and the undersigned Purchaser.
- 13. The Purchaser takes full responsibility for any and all products offered at the Conference. This includes all products, vendors, materials, investments, education, health advice, health treatments, investment advice, or any other information gathered from this Conference. PQI/SPI, the Consultant, EC, Management, or any relation to PQI/SPI, the Consultant, EC, Management does not endorse the said experts nor will the Publisher or Consultant be held liable for any claims or agreements entered into between any said experts and the undersigned Purchaser.
- 14. It is the Purchaser's responsibility, and it is strongly recommended, the Purchaser obtain his/her own independent investment, legal, tax, accounting, and health advice in relation to any of the materials presented within any Q2 Conference. The Publisher further recommends that the Purchaser take adequate time to review and evaluate information received with whatever independent expert advisors the Purchaser determines appropriate.
- 15. The Purchaser expressly understands that the promotion of any product, company, or service, is strictly prohibited during any PQI event, unless previously approved in writing by SPI. Any violation will result in immediate ejection of the Purchaser from the Q2 Event without any recourse or refund.
- 16. <u>Non-Disclosure & Non-Circumvention</u>: The Purchaser understands and agrees that all Conference information and speaker contacts are for attendees only. Each Conference is a separate and discrete event. Attendance at one Conference does not confer any rights to all information presented at future Conferences. The purchaser agrees not to disclose to any person who is not in attendance at this event, ANY Conference information or speaker contacts. Any person in breach of this shall be subject to remedy by all causes of action, including but not limited to the exclusion from any future Q2 Event. This shall be in effect for a period of five (5) years.
- 17. The Purchaser understands and acknowledges that the Conference is designed for educational purposes only, and that in selling a ticket to the Conference, neither the Publisher nor the Consultant is engaged in rendering legal, accounting or other professional advice to the Purchaser.
- 18. The Purchaser understands and agrees that it is the Purchaser's responsibility, and the Consultant and Publisher recommend, that the Purchaser obtain his/her own independent legal, accounting or other professional advice with respect to evaluating and/or implementing any of the material presented in the product.
- 19. Both the Consultant and the Purchaser agree that if any dispute arises between them with respect to this sale, they will try to resolve it expeditiously and between themselves. If they cannot resolve the dispute between themselves, both the Consultant and the Purchaser agree that they will resolve their dispute through the binding dispute resolution process administered by PQI Ethics Committee, and that this remedy shall be the exclusive and sole remedy available to them.
- 20. Both the Consultant and the Purchaser agree to comply with any decision rendered by the PQI Ethics Committee concerning their dispute without any further recourse.
- 21. The purchase of this Conference ticket (including partial payment) is non-refundable and non-transferable, and can only be exchanged one time, for the next event only, as a future ticket, (see page 1) and only with written approval from SPI along with the fee for transferring to a future event. Please note: The Q2 ticket can only be transferred to one future event. If it is not used by the next event, or not transferred to a future ticket at least 10 days prior to the first day of the event, you forfeit the ticket.
- 22. I do hereby, for my heirs, executors, assigns and administrators, release and forever discharge the Publisher, any of its agents, officers, employees, volunteers and Consultants acting officially or otherwise, from any claims, demands or causes of action that may occur or arise.
- 23. I certify that I am at least 18 Years of Age (or have parental or guardian approval in an attached affidavit) and I am legally of sound mind to execute this contract.

This Agreement constitutes the entire agreement between the Consultant and the Purchaser and there are no other additional promises, representations, or guarantees of any kind.

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Q2 International Conference Purchase Agreement

By signing, I, the undersigned Purchaser, acknowledge that I have read, understand and agree to all the provisions on pages 2 through 5 of this document. Please email support@pqi.cc, and/or the ECM listed below should you not understand anything within this contract.

Purchaser Name, Signature		Partner Name (if applicable), Print		
First Name Last Name				
Enterprise Name (if applicable)				
Telephone Number:		Fax Number:		
Date: E-	Mail Address:	ECM:		
Preferred Name on Name Badge:		Q1 Client ID		
YES I am interested in learnin days will effect my referrals in the futur Please note: Any referrals you make and sign the consultant agreement. NO I understand there is a referration.	ng all the details of the re re for up to one year from will not count towards yo eferral plan, however I ha option at this time. I unde	bur qualification until after you officially become a consultant ave no interest in earning money by sharing this with others erstand that if I elect to share this with others in the future		
Q2 Consultant Signature		Name and Title of entity (if applicable)		
Telephone Number:		Fax Number:		
E-mail Address:		_		
		Consultant ID:		
Is this a Consultant's Referred Sale	? If Yes,	Consultant ID:		
If yes, Name of Consultant Referrin	g the Sale:			
Your Q2C:	E-mail:	_Phone		
Your ECM:	E-mail:	Phone		

A repeat ticket may be ordered by the Q2 repeating participant by sending this entire purchase agreement and payment, via private courier, to the usa mailing address of: **SPI, Inc. – 255 Miracle Strip Parkway – Unit B5-306 – Fort Walton Beach, Florida 32548** with the **'Repeat**" box checked on page 2. New participant orders must be ordered by your consultant.

IMPORTANT: Before paying your Consultant, it is recommended you make sure he/she is qualified as a Q2 Consultant and in Good-Standing to accept your payment. To do this you can email <u>support@pqi.cc</u> or Fax 800-500-4980 and ask if your Consultant is in Good-Standing, and qualified to accept Q2 payments.

Document 102, Q2 Agreement

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The Pinnacle Quest International, Inc. Q2 International Conference

READ THESE IMPORTANT NOTICES:

In order to secure the vast amount of conference space required for the Quest International Conference, we must commit to blocking hotel and meeting space in advance. It is required for any person in attendance to book their hotel reservation through the reservation contact information we provide (You must state PQI or Q2 Event when calling). (Online booking will be available at www.PQIEvents.com) IMPORTANT! Due to the financial commitment to hold rooms at any hotel for the Quest International Conference, if you make your hotel arrangements through another travel agency, or any other party, there will be a mandatory minimum \$700.00 per person, up to \$1000 fee. There are NO EXCEPTIONS to this policy unless otherwise stated. This penalty does not include food, beverage, welcome reception, or farewell dinner. There will be additional charges to eat or partake of any activities at the Hotel over and beyond the penalty.



The Moon Palace is one of the most Luxurious Resorts in all of Mexico and is situated on Cancun's south shore along an expansive beach with luxurious accommodations and fine dining. Superior Deluxe Jacuzzi suites, most with ocean view or partial ocean view, romantic views and three spectacular interconnecting pools with swim up bars. Moon Palace Golf Resort is also now the new home of the first Jack Nicklaus Signature Golf Course. Moon Palace is nestled between almost 2000 feet of white sand beach and over 50 acres of tropical foliage. Because this property is an "All Inclusive" resort, the rate includes all meals, drinks, taxes, and gratuities, even when you visit other Palace Resorts in Cancun! Take advantage of this on your Day Off! Learn more by going to www.PQIEvents.com

- Each traveler must bring a valid birth certificate and photo I.D. A valid passport is preferred ID. Please NOTE: We have heard Mexico will be requiring a Passport to travel into its country in near future. If possible, we recommend obtaining a passport for travel not to mention for ease of opening bank accounts or starting 2nd Citizenship paperwork if available at the event. Also, a passport will be required to travel to the Q3 in Malta. Please go to <u>www.PQIEvents.com</u> for links to obtain your Passport and/or birth certificate.
- Casual business attire is appropriate during the seminar. A sweater or jacket is recommended due the air conditioning Ladies may want to bring a cocktail dress/outfit for the Sunday Welcome Reception and a special evening gown/outfit for Saturday's Farewell Banquet.

PROGRAM AT A GLANCE – <u>SUBJECT TO CHANGE</u>

Saturda	ıy	Check-In to Hotel		
	10:00 AM – 7:00 PM	5:00 PM Registration Welcome Reception		
Monday	/ 8:15 AM 3:00 PM 9:00 PM	General Session- morning Workshops – Afternoon Possible Keynote Speaker		
Tuesda	y 8:15 AM 3:00 PM 9:00 PM	General Session- morning Workshops – Afternoon Possible Keynote Speaker		
Wed.	8:15 AM 3:00 PM 9:00 PM	General Session- morning Workshops – Afternoon Q3 Sneak Peak		
Thursda	ay	Free Day to enjoy activities, Possible evening activities		
Friday	8:15 AM 3:00 PM 9:00 PM	General Session- morning Workshops – Afternoon Possible Keynote Speaker		
Sat.	8:15 AM	General Session- morning Workshops – Afternoon		
7:00 PN	I – Midnight	Farewell Banquet Dinner, Dance		
Sunday	,	Departure		

Pinnacle Quest International, Inc. (PQI) is proud to present the Pinnacle Quest Advanced International Conference (Q3)

We held our first Q3 International Conference in the country of Panama in September of 2004. Our Second Q3 was held in Malta in February of 2006, and our next Q3 in May of 2007 will be an incredible Mediterranean Cruise!

Table of Contents:



The Quest 3 - Advanced International Conference is an exclusive, private, and weeklong conference. This ultimate conference focuses on advanced principles of wealth creation and wealth building. This exciting and powerful conference continues in the mastery of the principles of international entrepreneurship, which builds on the knowledge obtained from both the Q1 and Q2. At this level the client will have accumulated extensive knowledge, skills and understanding to personally implement relevant strategies to ensure permanent financial security. The Q3 will also educate you to a "Life Beyond Borders"; learning about International options for privacy and long-term security for you and your future generations.

Along with all the amazing personal, educational and financial opportunity's you have come to expect from Q3, also included in your package will be a *credit that can be used toward airport/port transportation, 7 nights cruise **accommodation as booked, all onboard meals, two Q3 customized shore excursions, a Q3 onboard credit to apply towards beverages. Also included are gratuity and port charges. With the perfect itinerary to select from, 'Galaxy' is the perfect choice for our 2007 Q3 European adventure.

We recommend listening to our recorded testimonial calls for our previous Q3 events, and also viewing <u>www.PQIEvents.com</u> to view the activities of our last Q3 Conference in Malta.

We will be updating this document with more details as soon as we have them.

Travel Documents Needed: A passport will be required. We will be departing from *Rome, Italy*, traveling to *Athens, Greece*, then to *Kusadasi, Turkey*, then to *Santorini, Greece*, then to *Mykonos, Greece*, then back to *Rome, Italy*! WOW! All along learning about incredible financial opportunities! Go to <u>www.PQlevents.com</u> for more details!

Be sure to Contact <u>Support@pqi.cc</u> if you do not receive an email confirmation from Client Care within 5 business days after submitting this contract along with any payment towards your Q3 Conference Ticket!

PLEASE NOTE: This contract and its contents are subject to change as we obtain additional information. *Please take the necessary time to read and complete each page carefully, and you are responsible for staying updated through your consultant, EC, or <u>www.pgievents.com</u>, and be sure to update your email with support@pgi.cc.*

*Exact Credit will be determined and made available at the time of your final confirmation.

** Cruise accommodations based on double occupancy. A single surcharge will be required if not bringing a Q3 Spouse/Partner, or sharing accommodations with another Q3 ticket holder. More details coming shortly.

Pinnacle Quest Advanced International Conference Ticket 2007 Mediterranean Cruise

CHECK APPLICABLE BOXES:

- □ New Participant \$18,750
- □ Q3 Repeat Ticket \$6,750 Spouse \$5,750 if purchased same time as main repeat ticket
- Exchange Current to Future (Mandatory minimum of \$1000 once this order is received by your consultant or submitted as an order to SPI, Inc. *There are absolutely no transfers allowed after my confirmation or the expiration date of the confirmation*.) IMPORTANT! Email updates go out to all current clients; however, it is up to you to stay informed of any deadlines, updates, or important information regarding this event. Please go to <u>www.PQlevents.com</u> continuously for any updates. If you do not have access to a computer, please be in touch with your Consultant or EC member listed on this agreement.
- Future Ticket Fee will be imposed to transfer from Future to Current. See option below. Additional Fees may be incurred for future event, depending on location.
- □ Include Spouse/Partner Ticket \$6,750 or \$5,750 if purchased same time as main repeat ticket
- □ Exchange future ticket to current event; Must be completed 60 days prior to the conference. Subject to space availability. There is a fee of *\$250.00 to transfer from Future to Current Ticket due to administrative and products ordered and shipped for event. This fee subject to change without notice.

If you choose to attend the 2007 Q3 you must agree and check the following four boxes:

- □ I am attending the 2007 Q3 Event.
- I understand that once I purchase this Q3 Conference ticket, there is a mandatory minimum of *\$1000.00 fee to transfer to a future Q3. I understand there is an additional form (Document 107) that must be filled out and completed with transfer fee before this is officially transferred. I understand that this ticket becomes non-transferable to a future event after my attendance has been officially confirmed. If my confirmation is not received within the time frame specified, my Q3 ticket may be relinquished. There are absolutely no transfers allowed after my confirmation or the expiration date of the confirmation. I understand this event is limited in attendance. I understand the due to the pre-planning commitments necessary for this event, this policy is non-negotiable.
- I understand I will receive an official confirmation request with specific cabin options and other event details via email/link. (Expected to be emailed by February 1st) A response to this confirmation is necessary within 30 days from the date emailed. It is my responsibility to provide SPI with an updated email address in order to receive this important confirmation information. SPI cannot be held responsible for over-aggressive spam blockers or e-mails not received.
- I understand space is limited and tickets are on a first-come first-serve basis. I understand there are only a limited amount of cabins available and I may incur a single surcharge if not sharing a room with another Q3 Ticket holder or bringing a Q3 Spouse/Partner.

This contract and its contents are subject to change as we obtain additional specific information. Please keep updated through your email, consultant, EC member, and www.PQIEvents.com.

- 1. For each conference ticket to be processed, the client must send, via fax, a copy of this Purchase Agreement and proof of payment to **1-800-500-4980**.
- 2. The Purchaser is hereby purchasing from the Qualified Consultant (hereinafter "Consultant") the Q3 Conference Ticket (hereinafter "Event" and/or "Conference" and/or "Ticket").
- 3. The purchase price of the Conference Ticket is \$18,750 USD for a single Ticket (Eighteen Thousand Seven Hundred and Fifty U.S. Dollars) and \$5,750 for spouse/partner Ticket if purchased on same day (Total for both Twenty Four Thousand Five Hundred U.S. Dollars) and is payable from the Purchaser to the Consultant. Spouse Ticket will go up to \$6,750.00 if not purchased the same date as main ticket.
- 4. It is highly recommended the Purchaser complete the Quest 1 Foundational Education and the Q2 Conference prior to attending the Q3 Conference.

^{*}This fee subject to change without notice. Those that have paid the fee before the printed change will not be subject to the increase.

Pricing and Payment:

- 1. Single Ticket Purchase is: \$18,750.00 Spouse/Partner Ticket is \$5,750.00 if purchasing at the same time as main partner ticket. Price goes up to \$6,750.00 if purchasing on any day after original ticket purchase.
- 2. You should receive an initial email confirmation and receipt within 5 days of purchasing your Q3 ticket from your consultant. If you do not receive an email confirmation within one week of paying your consultant any payment, please email <u>support@pqi.cc</u> so this can be investigated to ensure your accommodations and ticket is reserved. You will receive an E-mail receipt upon payment to your Consultant.
- 3. Official reservation/confirmation email. You will receive an official confirmation request with specific cabin options and other event details via email/link. (Expected to be e-mailed by January 15th) A response completing this confirmation is necessary within 30 days from the date e-mailed. If you do not reply and confirm attendance within 30 days, your Q3 ticket may be relinquished. It is your responsibility to provide SPI with an updated email address in order to receive this important confirmation information. SPI cannot be held responsible for overaggressive spam blockers. There are absolutely no transfers allowed after your confirmation or the expiration date of the confirmation. Your Q3 ticket will have expired. Due to the pre-planning commitments necessary for this event, this policy is non-negotiable.
- 4. You will be sent for all clients to enter their arrival and departure information. A working email for all clients is mandatory for this process. The client is responsible to keep Client Care updated with any email changes. Please email Client Care at support@pqi.cc with updated email information if any changes are made. Please note, there will be a deadline for Clients to confirm their attendance, and enter their flight arrival and departure time. This will be updated on this document as we obtain the information. If you the client do not meet the deadline of filling out the confirmation information, there will be no guarantee of a room reservation for the Q3 Conference. You the client understand you must maintain contact with Client Care should you not receive emails within 45 days of the scheduled conference date, or may be responsible for booking and paying for your own hotel room and transportation.
- 5. To prevent confusion and to ensure your stateroom is booked in a timely manner, we encourage the Client (purchaser) to email to support@pqi.cc or fax to (800) 500-4980 this purchase agreement and copies or notification regarding any payments made to your consultant. Please note all payments are nonrefundable.
- 6. French translation fee will be determined based on the amount of participants. This fee may range from a minimum of \$250.00 per Participant the maximum of \$500.00. Please note, this minimum requirement only covers about ½ of the expense to have the translators.
- 7. Payment shall be made payable to the following person(s) and/or enterprise, at the following complete mailing address, via private courier:

Name(s):			
Address:			
City:	State:	Country:	_Postal:

Consultant represents that Consultant is a Qualified Consultant of the Conference Ticket and both parties agree that any issues with respect to this sale are solely between the Purchaser and the Consultant.

The Purchaser understands that if the Purchaser has purchased a Ticket for a specific Event, the Ticket is not guaranteed. Tickets are available and reserved on a first-received-first-reserved basis.

Case 3:08-cv-00136-RV-EMT Document 1-3 Filed 04/07/2008 Page 4 of 11 O3 Purchase Agreement - Continued

The Purchaser understands that PQI, Inc. and/or SPI Inc. facilitates and provides the experts for the Event. The Purchaser accepts total responsibility for any agreements the Purchaser enters into with said experts. The Purchaser understands that PQI, Inc. and/or SPI Inc. does not endorse the said experts nor will PQI, Inc. and/or SPI Inc. or Consultant be held liable for any claims or agreements entered into between any said experts and the undersigned Purchaser. The purchaser will be asked to fill out another participant agreement over and beyond this agreement before being able to participate in any investments or opportunities presented by vendors or contributors.

It is the Purchaser's responsibility, and PQI, Inc. and/or SPI Inc. and Consultant strongly recommend, that the Purchaser obtain his or her own independent investment, legal, tax, accounting, or medical advice in relation to any of the materials presented within any Q3 Conference. PQI, Inc. and/or SPI Inc. shall not be held liable or responsible for any negligence regarding tax evasion or other tax related responsibilities of any participant, in any country world-wide. PQI, Inc. and/or SPI Inc. and Consultant further recommend that the Purchaser take adequate time to review and evaluate information received with whatever independent expert advisors the Purchaser determines appropriate.

The Purchaser expressly understands that the promotion of any product, company, or service, is strictly prohibited during any PQI Event, unless previously approved in writing by PQI, Inc. and/or SPI Inc. . Any violation will result in immediate ejection of the Purchaser from the Event without any recourse or refund.

Non-Disclosure & Non-Circumvention: The Purchaser understands and agrees that all Conference information and any Q3 contacts are for current Q3 participants only. Each Conference is a separate and discrete Event. Attendance at one Conference does not confer any rights to any information presented at future Conferences. The Purchaser agrees not to disclose any information or speaker contacts to any person who is not in attendance at this Event or has a new current Q3 status. Any Purchaser or Consultant in breach of this clause shall be subject to all causes of action, including but not limited to the exclusion from any future Q2 or Q3 Event. This clause shall be in effect for a period of five (5) years and automatically extended upon renewal of this agreement.

The Purchaser understands and acknowledges that the conference is designed for educational purposes only, and that in selling a Ticket to the Conference, neither PQI, Inc. and/or SPI Inc. nor the Consultant is engaged in rendering legal, accounting, medical or other professional advice to the Purchaser.

The Purchaser understands and agrees it is the Purchaser's responsibility, and the Consultant and PQI, Inc. and/or SPI Inc. recommend, that the Purchaser obtain his or her own independent legal, accounting, medical or other professional advice with respect to evaluating and/or implementing any of the educational material presented during or subsequent to the Event.

The Consultant and the Purchaser agree to first expeditiously resolve among them any dispute arising with respect to this agreement. If they are unable to resolve the dispute among themselves both the Consultant and the Purchaser agree they will resolve their dispute through the binding dispute resolution process administered by the Pinnacle Quest International (PQI) Ethics Committee. This remedy shall be the exclusive and sole remedy available.

Consultant and the Purchaser agree to comply with any decision rendered by the PQI Ethics Committee concerning their dispute without recourse.

The purchase of this product is non-refundable and non-transferable to another person by the Purchaser.

I do hereby, for my heirs, executors, assigns and administrators, release and forever discharge PQI, Inc and SPI, Inc., any of its consultants, agents, officers, employees, volunteers and retailers acting officially or otherwise, from any claims, demands or causes of action that may occur or arise.

This contract and its contents are subject to change as additional specific information becomes available. Please keep updated through your email and the website located at <u>www.PQlevents.com</u>.

This Agreement constitutes the entire agreement between the Consultant and the Purchaser and there are no other additional promises, representations, or guarantees of any kind other than the Participant Agreement that must be signed before attending an actual Conference or participating in any investment offered to Q3 Clients.

Please Initial One

- I, the Purchaser, have made a payment in full in the amount of \$_
- _____ I, the Purchaser, will make a deposit of \$______ and I understand that the balance must be paid pursuant to paragraph 7.
- _____ I, the Purchaser, have made special arrangements, see attached.

Q3 Purchase Agreement - Continued

By signing, I, the undersigned Purchaser, acknowledge that I have read, understand and agree to all the foregoing provisions on every page of this agreement.

Complete Mailing Address (No P.O. Boxes): Mailing Address (continued):	
City State/Dray	
City: State/Prov:	Country: Postal
Entity Name (if applicable):	Principle:
Telephone Number:	Fax Number:
Date: E-Mail Address	S:

Print Spouse/Partner Na	ame	Spouse/Partner S	ignature
Complete Mailing Addre	ess (No P.O. Boxes):		
Mailing Address (contin	ued):		
City:	_ State/Prov:	Country:	Postal Code:
Entity Name (if applicab	le):	Principle:	
Telephone Number:		Fax Number:	
Date:	E-Mail Address:		
Preferred Name on Nam	e Badge:		

By signing, I, the undersigned Consultant, acknowledge that I have read, understand and agree to all the foregoing provisions on every page of this document.

Q3 Consultant Signature	Q3 Consultant Printed Name	
Entity (if applicable):		
Telephone Number:	Fax or Email:	
Date:	PQI Consultant ID:	
ECM:	Fax or Email:	
Is this a Consultant's Referred Sale?	If Yes, Consultant ID:	
If yes, Name of Consultant Referring the Sale:		

Please Initial

<u>IMPORTANT!</u> It is highly recommended that the purchaser fax or email a copy of this Purchase Agreement and proof of payment(s) to (800) 500-4980 or email <u>orders@pqi.cc</u>. For your protection, before paying your Consultant, Email <u>support@pqi.cc</u> or Fax 800-500-4980 to determine if your Consultant is in good-standing, and qualified to accept Q3 payments.

If you do not receive a confirmation by email from PQI, Inc. and/or SPI Inc. within 5 Business days of placing this order or making any payments to your Q3 Consultant, please email <u>orders@pqi.cc</u> to confirm your order was placed and/or your account was properly credited. PLEASE stay updated by having a current email on file and by going to <u>www.PQIEvents.com</u> for the latest information about this event.

Case 3:08-cv-00136-RV-EMT Document 1-3 Filed 04/07/2008 Page 6 of 11 PQI is extremely excited to announce our involvement with the magnificent "Galaxy" cruise ship. Rated one of the top 10 cruise ships in the world, the Galaxy offers some of the best cuisine and ambiance imaginable on the seas along with an amazing European itinerary, making it the perfect host for this upcoming 2007 Q3!

Information about this Q3 Cruise

I time nome

You will feel welcomed to the 2007 Q3 by our host Celebrity cruise lines, where gentle pampering meets the best of all worlds. Experience this graceful and superbly fitted ship, sumptuous accommodations and uncompromising levels of service during our 2007 Q3 European adventure.

Departing May 2007, this 7 night Mediterranean voyage will showcase the beauty, charm and elegance of Europe from the gracious luxury of 'Galaxy'. Whenever possible conference sessions will take place during the time at Sea so that you can experience these amazing destinations



to the fullest. Belonging to the Century Class of ships, she is sophisticated and sleek, with an effortless fusion of the traditional and contemporary set in stunning surroundings. From the impressive two-deck theatre, that will host our main conference, to the spectacular four-deck atrium with art adorned walls, she will both delight and astound with her lavish attention to detail.

Along with all the amazing personal, educational and financial opportunity's you have come to expect from Q3, also included in your package will be roundtrip a credit that can be used toward airport/port transportation and/or pre or post hotel stay, 7 nights cruise accommodation as booked, all onboard meals, two shore excursions, a Q3 onboard credit to apply towards beverages. Also included are gratuity and port charges. With the perfect itinerary to select from, 'Galaxy' is the perfect choice for our 2007 Q3 European adventure.

Italy, Greek Islands & Turkey - 7 Nights Departs: 14 May 2007

Itin	erary			
	Day	Port	Arrive	Depart
	Italy, Greek Islands & Turkey			
	14 May 07	Rome (Civitavecchia), Italy		4.00pm
	15 May 07	<u>At Sea</u>		
	16 May 07	<u>Piraeus (Athens), Greece</u>	1.00pm	8.00pm
	17 May 07	<u>Kusadasi, Turkey</u>	8.00am	7.00pm
	18 May 07	Santorini, Greece	8.00am	6.00pm
	19 May 07	Mykonos, Greece	7.00am	2.00pm
	20 May 07	<u>At Sea</u>		
	21 May 07	Rome (Civitavecchia), Italy	7.00am	

Q3 Presentations will be planned around this itinerary. Some morning, as well as evening presenters will be scheduled so you can get the most out of the magnificent locations, as well as out of the incredible presenters joining us. It will indeed be a week packed full of incredible information, opportunity, history, and fabulous locations to enjoy.



Accommodation Options

You will be surprised and delighted by the amount of space that awaits you in Galaxy's Staterooms. Every category has large amounts of storage space to accommodate wardrobes. Room service is available around the clock. Amenities in all categories are plentiful including spacious bathrooms, multi channel televisions, music systems, satellite telephones, and private safes. All staterooms are pleasant and airy whether inside or out. Over 80% of the Q3 staterooms are sea view.

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The following five cabin accommodation options are offered on an availability basis. Email confirmation to go out to existing ticket holders approximately 10 days in advance of newer ticket holders. First to confirm following directions within email will receive the room of their choice based on availability. *These options below can be chosen when confirmation email is sent out in January, 2007.*

- 1. Select an inside stateroom with single accommodations, limited availability. Single supplement fees will not be necessary as long as inside cabins are available in PQI room block.
- 2. Select a Sea View outside stateroom and share with another Q3 ticket holder of your choice.
- 3. Select a Sea View outside stateroom with single accommodations by paying a \$1250 single supplement fee.
- 4. *Select a Sea View outside stateroom and add a guest that does not have a Q3 ticket for a \$1500 fee.
- 5. Select a Sea View Veranda stateroom in Celebrity Concierge Class by purchasing a Q3 spouse/partner ticket in addition to your own. In addition to having your spouse/partner participate fully in the conference with you, you will enjoy a shared complimentary upgrade and it's splendid ocean views, along with these added amenities and more:
- Private Veranda
- Floor-to-ceiling glass door
- Sitting area with sofa bed
- Welcome champagne
- Daily fruit selection
- Fresh-cut flowers
- Daily hors d'oeuvres
- Menu of pillows Conformance, Body, Goose, and Isotonic®
- Duvets and pillow-top mattresses

- Leather key holder, personalized stationery and a tote bag
- Double -thick Fretted bathrobes
- Mangrove® showerhead
- VIP invitations to events
- Early embarkation and debarkation
- Dining and seating preference
- Preference on shore excursions
- Express luggage delivery



In addition to enjoying an upgrade to veranda concierge class accommodations, those that purchase Q3 spouse/partner tickets will also join us for a complementary pre-cruise exclusive customized tour of Rome and a credit toward hotel accommodations for pre or post night stay in Rome. This option is limited based on availability.

Accommodation Descriptions

Inside Cabin

These 170 square feet rooms offer guests a multifunctional interactive television, direct-dial telephone and voice mail, Individual safe, hair dryer, thermostat controlled air conditioning, 100% cotton towels, complimentary use of bath robes, complimentary 24 hour room service.

Deluxe Ocean View

Including a multifunctional interactive television, direct-dial telephone and voice mail, Individual safe, hair dryer, thermostat controlled air conditioning, 100% cotton towels, Complimentary use of bath robes, complimentary 24 hour room service. The Deluxe Ocean View cabins offer beautiful ocean views with all the modern comforts.

Concierge Stateroom with Veranda - Exclusive Upgrade for Q3 Clients accompanied by their

Spouse/Partner Q3 Ticket Holder - Select a Sea View Veranda stateroom in Celebrity Concierge Class *by purchasing a Q3 spouse/partner ticket in addition to your own.* Featuring floor-to-ceiling glass-paneled door to enjoy the splendid ocean views, Two lower beds convertible to queen-size, sofa bed with sitting area, VCR and Veranda, not to mention enhanced service, priority embarkation and Disembarkation, fresh fruit and flowers, welcome champagne and a Hansgrohe© massaging showerhead, the Concierge stateroom is pure luxury. In addition to enjoying an upgrade to veranda concierge class accommodations, those that purchase Q3 spouse/partner tickets will also join us for a complimentary pre cruise exclusive customized tour of Rome.

* Bringing a guest for \$1500 is only to share accommodations. This guest will be responsible for their own transportation, port charges, or any other fees incurred. The guest cannot partake of the Welcome Dinner, Farewell Dinner, PQI personal excursions, PQI presentations or meeting with any of the presenters. Please note, PQI has the right to limit amount of rooms shared with NON-PQI Q3 Ticket Holders. We have limited cabins, and sharing rooms with other PQI Clients or a PQI Q3 Spouse/Partner Ticket Holder is preferred.

In an effort to maintain the quality and integrity of the Q3 event as well as for the protection and security of each attendee SPI reserves the right to amend specific details related to this Q3 event.

PINNACLE Z QUEST

We are extremely excited to announce that our May 2007 Q3 will be hosted aboard the luxurious *Galaxy* cruise ship while touring the Mediterranean Sea!



Information about this Q3 Cruise

You will feel welcomed to the 2007 Q3 by our host Celebrity cruise lines, where gentle pampering meets the best of all worlds. Experience this graceful and superbly fitted ship, sumptuous accommodations and uncompromising levels of service during our 2007 Q3 European adventure. Rated one of the top 10 cruise ships in the world, the Galaxy offers some of the best cuisine and ambiance imaginable on the seas along with an amazing European itinerary.

Departing May 2007, this 7 night Mediterranean voyage will showcase the beauty, charm and elegance of Europe from the gracious luxury of *Galaxy*. Conference sessions will usually take place during the time at Sea so that you can experience these amazing destinations to the fullest. Belonging to the Century Class of ships, she is sophisticated and sleek, with an effortless fusion of the traditional and contemporary set in stunning surroundings. From the impressive two-deck theatre, that will be the host our main conference, to the spectacular four-deck atrium with her art adorned walls, this Q3 will both delight and astound you with lavish attention to detail.

Along with all the amazing personal, educational and financial opportunity's you have come to expect from Q3, also included in your package is 7 night cruise accommodations as booked, all onboard meals, Q3 customized shore excursions, onboard credit to apply toward beverages*, entertainment, port charges, tips, and a credit to apply toward roundtrip airport to port transportation**. With the perfect itinerary to select from, 'Galaxy' is the perfect choice for our 2007 Q3 European adventure.

7 Night Itinerary for Italy, the Greek Islands & Turkey

Day	Port	Arrive	Depart
14 May 07	Rome (Civitavecchia), Italy		4.00pm
15 May 07	At Sea		
16 May 07	Piraeus (Athens), Greece	1.00pm	8.00pm
17 May 07	Kusadasi, Turkey	8.00am	7.00pm
18 May 07	Santorini, Greece	8.00am	6.00pm
19 May 07	Mykonos, Greece	7.00am	2.00pm
20 May 07	At Sea		
21 May 07	Rome (Civitavecchia), Italy	7.00am	

• Amount of onboard credit to apply toward beverages will be listed in the official booking documentation

** Amount of credit to apply toward roundtrip airport to port transportation will be listed in the official booking documentation

In an effort to maintain the quality, integrity & security of each Q3 event SPI reserves the right to amend specific event details if necessary.

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Accommodation Options

You will be surprised and delighted by the amount of space that awaits you in Galaxy's Staterooms. Every category has large amounts of storage space to accommodate wardrobes. Room service is available around the clock. Amenities in all categories are plentiful including spacious bathrooms, multi channel televisions, music systems, satellite telephones, and private safes. All staterooms are pleasant and airy whether inside or out. Over 80% of the Q3 staterooms are sea view!

The following five cabin accommodation options are offered:

- 1. Select an inside stateroom with single accommodations. <u>Limited Availability</u>-These cabins will be filled according to ticket purchase date and how soon you confirm when you receive the upcoming confirmation e-mail.
- 2. Select a Sea View outside stateroom and share with another Q3 ticket holder of your choice.
- 3. Select a Sea View outside stateroom with single accommodations by paying a \$1250 single supplement fee. Limited Availability -Due to space limitations and high demand for Q3 tickets/staterooms we have set aside a limited number of rooms that can be used for this purpose. These rooms will be assigned on a first-come first-served basis to those who officially book upon receiving the upcoming confirmation e-mail. As these single rooms become full, the cruise booking agent will arrange for a roommate sharing program with other Q3 ticket holders.
- 4. Select a Sea View outside stateroom and add a guest that does not have a Q3 ticket for a \$1500 fee. <u>Limited Availability</u> -Due to space limitations and high demand for Q3 tickets/staterooms we have set aside a limited number of rooms that can be used for this purpose. These rooms will be assigned on a first-come first-served basis to those who officially book upon receiving the upcoming confirmation e-mail. It is our recommendation that you should purchase a Q3 ticket for your guest so they can experience the entire Q3 event. Non-ticket holding guests are not allowed to participate in any PQI activities including but not limited to; gala-dinners, tours, transfers, conferences, credits, etc.
- 5. Select a Sea View Veranda stateroom in Celebrity Concierge Class by purchasing a Q3 spouse/partner ticket. In addition to having your spouse/partner participate fully in the conference with you, you can enjoy this complimentary stateroom upgrade and it's splendid ocean views from your private balcony, along with these added amenities and more:
 - Private Veranda
 - Floor-to-ceiling glass door
 - Sitting area with sofa bed
 - Welcome champagne
 - Daily fruit selection
 - Fresh-cut flowers
 - Daily hors d'oeuvres
 - Menu of pillows Conformance, Body, Goose, and Isotonic®
 - Duvets and pillow-top mattresses

- Leather key holder, personalized stationery and a tote bag
- Double-thick Fretted bathrobes
- Mangrove® showerhead
- VIP invitations to events
- Early embarkation and debarkation
- Dining and seating preference
- Preference on shore excursions
- Express luggage delivery

In addition to enjoying an upgrade to veranda concierge class accommodations, those who purchase a Q3 spouse/partner ticket will also join us for a complimentary pre-cruise exclusive tour of Rome and will receive an

additional credit to apply toward a pre or post night stay in Rome.









Accommodation Descriptions

Inside Cabin

These rooms offer guests a multifunctional interactive television, direct-dial telephone and voice mail, individual safe, hair dryer, thermostat controlled air conditioning, 100% cotton towels, complimentary use of bath robes, complimentary 24 hour room service.

Deluxe Ocean View

Including a multifunctional interactive television, direct-dial telephone and voice mail, Individual safe, hair dryer, thermostat controlled air conditioning, 100% cotton towels, complimentary use of bath robes, complimentary 24 hour room service. The Deluxe Ocean View cabins offer beautiful ocean views with all the modern comforts.

Concierge Stateroom with Veranda

Featuring floor-to-ceiling glass-paneled door to enjoy the splendid ocean views, Two lower beds convertible to queen-size, sofa bed with sitting area and Veranda, not to mention enhanced service, priority embarkation and disembarkation, fresh fruit and flowers, welcome champagne and a Hansgrohe© massaging showerhead, the Concierge stateroom is pure luxury.

Those with Q3 tickets on file will be receiving an e-mail shortly requesting confirmation of your attendance. Included in the e-mail will be detailed stateroom options and instructions for the official booking process. Contact information will also be included to enable you to speak with a cruise booking agent that can answer specific cruise/stateroom questions. We are confident this will ensure each Q3 client gets the most from their 2007 Q3 experience.

If you are a Q3 ticket holder please expect your Q3 confirmation request in the next couple of weeks and prepare to select and complete one and prepare to confirm your stateroom when it arrives. *Please keep in mind it is your responsibility to keep SPI updated with a correct and current e-mail address and this e-mail will likely be generated through an automatic system. SPI can not be held responsible for over aggressive "spam blockers".*

Option 1) Confirm your attendance by selecting your stateroom preferences and officially booking via the instructions provided in the confirmation request e-mail.

Option 2) Transfer your Q3 ticket to a future event by completing and submitting all required fees and documentation.

Please Note: As per the Q3 purchase agreement, a completed response to the confirmation request is required by the response deadline provided in the official e-mail to avoid forfeiting your Q3 ticket.

Q3 Ticket Transfer Information

We do understand that personal circumstances may prevent some from attending this Q3. As per your Q3 purchase agreement those with Q3 tickets on file prior to the official location and date announcement in December 2006 have the option to transfer to a future Q3 for a fee of \$250. Those that purchased after December 2006 have the option to transfer for \$1000. To prevent forfeiting your Q3 ticket, transfers must be completed by submitting all required fees and documentation by the deadline provided in the confirmation request e-mail you are about to receive.



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PINNACLE Z QUEST
REGISTRATION FORM
May 14 -21, 2007 Q3 Cruise Conference (After completing Mail or Fax to the address below)
Name:(Legal)
Spouse/Guest:
StreetAddress:
City:
State:ZipCode:Day Phone:
Email:
Category:Royal Suite Sky Suite Concierge
Sea View 4Sea View 5 Sea View 6 Inside
Request Other Accommodations:
Number of Passengers:
Form of Payment of the Deposit: CheckCredit Card If Credit Card: - Number:
Exp Date: ZipCode of Billing Address:
Mail, Fax or Phone to: Continuing Education/University at Sea 5700 4th St. N., St. Petersburg, FL 33703 Phone: 1-800-422-0711 Fax: 727-527-3228

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PINNACLE 🛹 🔊 QUEST

April 12th – April 19th 2009

Paris.France



Pinnacle Quest International, Inc. (PQI) is proud to present the PQI Advanced Conference (Q3). We held our first Q3 International Conference in the country of Panama in September of 2004, our second Q3 was organized in Malta in February of 2006, and for our third Q3 we met together while on a cruise of the Mediterranean in May of 2007!

Now join us for our forth Q3 International Conference in Paris, France!

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Q3 ... where business meets pleasure. Memorable meetings don't remain mere gatherings of likeminded people; instead they are a balance of business and pleasure, of aspiration and insight, of ideas and actions, and of productivity in luxury.

The Quest 3 - Advanced International Conference is an exclusive, private, and weeklong conference. This ultimate conference focuses on advanced principles of wealth creation and wealth building. This exciting and powerful conference continues in the mastery of the principles of international entrepreneurship, which builds on the knowledge obtained from both the Q1 and Q2. At this level the client will have accumulated extensive knowledge, skills and understanding to personally implement relevant strategies to ensure permanent financial security. The Q3 will also educate you to a "Life Beyond Borders"; learning about International options for privacy and long-term security for you and your future generations.

Your Q3 Conference Ticket will include your accommodations, (*7 night stay, based on double occupancy sharing with a Q3 ticket holding spouse/partner or another Q3 ticket holder*) most meals, morning and afternoon refreshments during conference, welcome and farewell receptions and/or dinners with entertainment and cocktails, a special customized excursion day with VIP access to some of Paris' famous landmarks. This trip will give you the opportunity to see the sights that make Paris the most romantic and famous city in the world! Hit all the major sights, including the Champs Elysées, Arc de Triomphe, Place de la Concorde, Paris Opera, Louvre Palace, Orsay Museum, and the Eiffel Tower. Q3 participants will also receive a customized gift bag, all educational sessions and workshops.

We recommend listening to our recorded testimonial calls for our previous Q3 events, and also viewing <u>www.PQIEvents.com</u> to view the activities of our last Q3 Conference. We will be updating this document with more details as soon as we have them.

PLEASE NOTE: This contract and its contents are subject to change as we obtain additional information. Please take the necessary time to read and complete each page carefully. It is critical that you keep your contact information (e-mail and telephone number) updated with Client Care, your consultant, and your EC member. You can do so by e-mailing support@pqi.cc with any changes. You will receive an email confirmation from Client Care within 7 business days after submitting this contract along with any payment towards your Q3 Conference Ticket Be sure to contact support@pqi.cc if you do not!

Please indicate which product(s) you intend to purchase:

- **New Participant \$18,750** Current ticket for the upcoming Q3 event. This is paid to your Qualified Q3 Consultant. Please confirm who this payment should go to by emailing support@pgi.cc.
- **Spouse/Partner Ticket \$6,750** if purchased and processed at the same time as primary ticket.
- **Spouse/Partner Ticket \$7,750 -** if purchased at separate time from primary ticket.
- **Single Supplement Fee \$1,500** I would like a single room. Limited and based on availability. See below.
- **Q3 Repeat Ticket \$7,750** If you attended a previous Q3 you are eligible for this discount. Spouse ticket is \$6,750 if purchased at the same time as primary repeat ticket.
- □ Future New Participant Ticket \$18,750- If you cannot attend the upcoming Q3 event, you can select this option and your ticket will become a current ticket for the very next Q3 event after Paris, 2009. Spouse ticket is \$6,750 if purchased at the same time as primary future ticket. (*Please note, depending on currency exchange rate for next event, there may be an additional fee required for the FUTURE Q3 after Paris, 2009 event.*)

If you choose to attend the 2009 Q3 you must agree to and <u>initial</u> the following items. Failing to initial any item does not change the terms and conditions of this agreement. I fully understand:

____ Q3 ticket sales are final. Refunds are not allowed for any circumstance.

- **A current e-mail address and telephone number** in the PQI records is absolutely critical for communication and updates with PQI. It is also critical that this e-mail account accepts e-mail from SPI, Inc. SPI cannot be held responsible for over-aggressive spam blockers or e-mails not received. However, it is my responsibility to stay informed, via www.pqievents.com, of any deadlines, updates, or important information regarding this event.
- An order receipt with a ticket number will be sent to me via e-mail when my order is submitted and processed. If I do not receive an order receipt within 7 days of paying my consultant, I must e-mail support@pqi.cc to verify my ticket status.
 - **A** "Confirmation of Attendance" e-mail will be sent to me when the Q3 hotel booking process begins. I am responsible for responding to this e-mail and following all instructions included in it. This e-mail will have specific rooming options and other event details. A response to this e-mail is necessary within 15 days from the date e-mailed to ensure my reservations and conference materials are secured.
 - This Q3 ticket becomes non-transferable to a future event after my attendance has been officially confirmed. If my confirmation is not received within the time frame specified, my Q3 ticket may be relinquished. There are absolutely no transfers allowed after my confirmation or inside 180 days of the Q3 conference date. I understand this event is limited in attendance and due to the pre-planning commitments necessary for this event, this policy is non-negotiable.
 - **Space may be limited** and ticket availability is on a first-come first-serve basis. I understand that even though I select a certain rooming option, that option may sell-out before my request is processed with the hotel.
 - A single surcharge option of \$1,500 is offered based on availability, if I do not want to share a room with another Q3 Ticket Holder. PQI will make arrangements for someone to share my room, at no charge, if I do not have a Q3 Ticket holding spouse/partner to share with.
 - To exchange a "Current Ticket" to a "Future Ticket": A Q3 Conference Ticket can only be transferred to a Future Ticket one (1) time, and only for the next Q3. If not used for the next Q3, this ticket will expire. There is a mandatory minimum fee of \$1500 and an additional form (Document 107) that must be filled out and completed to officially transfer a ticket. This fee is subject to change without notice. There is no transfer permitted once your "Confirmation of Attendance" e-mail has been submitted by you. There are no transfers inside 180 days of a Q3 conference. Transfer requests with payment must be paid prior to 180 days of the Q3 Conference. Please notify support@pqi.cc if you wish to transfer your ticket.
 - **To exchange a "Future Ticket" to a "Current Ticket":** If you choose to attend a more recent (current) Q3 conference you must complete an additional form (Document 107) and remit \$250.00 to officially transfer a ticket. Any ticket exchanges must be completed 90 days prior to the conference. Subject to space availability.

Pricing, Hotel Reservations, Transportation, and Payment:

- 1. Single Ticket Purchase is \$18,750.00 Spouse/Partner Ticket is \$6,750.00 if purchasing at the same time as main partner ticket. Price goes up to \$7,750.00 if purchasing on any day after original ticket purchase.
- You should receive an initial email confirmation and receipt within 7 days of purchasing your Q3 ticket from your consultant. If you do not receive an email confirmation within one week of paying your consultant any payment, please email <u>support@pgi.cc</u> so this can be investigated to ensure your accommodations and ticket is reserved.
- 3. Official "Hotel Reservation/Confirmation" e-mail. When the hotel and location is chosen, and as the date draws closer, you will receive an official confirmation request with specific rooming options and other event details via e-mail/link. When this e-mail is sent out, a response completing this confirmation is necessary from you within 15 days from the date e-mailed. A preliminary email alerting all ticket holders of the coming "Hotel Reservation/Confirmation" email will be sent out to announce the date the "Hotel Confirmation" email should arrive. If you do not reply and confirm attendance within 15 days, your Q3 ticket may be relinquished. It is your responsibility to provide SPI with an updated email address in order to receive this important confirmation information. SPI cannot be held responsible for overaggressive spam blockers. There are absolutely no transfers allowed after your confirmation or the expiration date of the confirmation. Your Q3 ticket will have expired. Due to the pre-planning commitments necessary for this event, this policy is non-negotiable.
- 4. You will be sent an email to enter airline arrival and departure information. A working email for all clients is mandatory for this process. The client is responsible to keep Client Care updated with any email changes. Please email Client Care at <u>support@pqi.cc</u> with updated email information if any changes are made. Please note, there will be a deadline for Clients to confirm their attendance, and enter their flight arrival and departure time. This will be updated on this document as we obtain the information. If you the client do not meet the deadline of filling out the confirmation information, there will be no guarantee of a room reservation for the Q3 Conference. You the client understand you must maintain contact with Client Care should you not receive emails within 45 days of the scheduled conference date, or may be responsible for booking and paying for your own hotel room and transportation.
- 5. A professional transportation company is arranged for the Q3 Clients; however, this is only provided on specific arrival and departure dates which will be announced. Should you arrive or depart on any other date than what is arranged, you would be responsible for your own transportation to and from the airport.
- 6. To prevent confusion and to ensure your room is booked in a timely manner, we encourage the Client (purchaser) to email to support@pqi.cc or fax to (800) 500-4980 this purchase agreement and copies or notification regarding any payments made to your consultant. Please note all payments are nonrefundable.
- 7. French translation fee will be determined based on the amount of participants. This fee may range from a minimum of \$250.00 per Participant the maximum of \$500.00. Please note, this minimum requirement only covers about ½ of the expense of hiring language translators and equipment.
- 8. Payment shall be made payable to the following person(s) and/or enterprise, at the complete mailing address, found below via private courier.
- 9. It is highly recommended the Purchaser complete the Quest 1 Foundational Education and the Q2 Conference prior to attending the Q3 Conference.
- 10. By signing below, Consultant represents and agrees that he/she is a Qualified Consultant and authorized to make Q3 transactions. Both parties agree that any issues with respect to this sale are solely between the Purchaser and the Consultant.

Consultant Name(s)			
Authorized Signature(s)			
Address:			
City:	_State:	Country:	Postal:

The Purchaser understands that if the Purchaser has purchased a Ticket for a specific Event, the Ticket is not guaranteed. Tickets are available and reserved on a first-received-first-reserved basis.

___ Purchaser please initial you have read this page

Pinnacle Quest Q3 Ticket Purchase Agreement - Continued

The Purchaser understands that PQI, Inc. and/or SPI Inc. facilitates and provides the presenters/vendors for the Event. The Purchaser accepts total responsibility for any agreements the Purchaser enters into with said experts. The Purchaser understands that PQI, Inc. and/or SPI Inc. does not endorse the said experts nor will PQI, Inc. and/or SPI Inc. or Consultant be held liable for any claims or agreements entered into between any said presenters/vendors and the undersigned Purchaser. The purchaser will be asked to fill out another participant agreement over and beyond this agreement before being able to participate in any investments, products or services presented by vendors or contributors.

It is the Purchaser's responsibility, and PQI, Inc. and/or SPI Inc. and Consultant strongly recommend, that the Purchaser obtain his or her own independent investment, legal, tax, accounting, or medical advice in relation to any of the materials presented within any Q3 Conference. PQI, Inc. and/or SPI Inc. shall not be held liable or responsible for any negligence regarding tax evasion or other tax related responsibilities of any participant, in any country world-wide. PQI, Inc. and/or SPI Inc. and Consultant further recommend that the Purchaser take adequate time to review and evaluate information received with whatever independent expert advisors the Purchaser determines appropriate.

The Purchaser expressly understands that the promotion of any product, company, or service, is strictly prohibited during any PQI Event, unless previously approved in writing by PQI, Inc. and/or SPI Inc. Any violation will result in immediate ejection of the Purchaser from the Event without any recourse or refund.

Non-Disclosure & Non-Circumvention: The Purchaser understands and agrees that all Conference information and any Q3 contacts are for current Q3 participants only. Each Conference is a separate and discrete Event. Attendance at one Conference does not confer any rights to any information presented at future Conferences. The Purchaser agrees not to disclose any information or speaker contacts to any person who is not in attendance at this Event or has a new current Q3 status. Any Purchaser or Consultant in breach of this clause shall be subject to all causes of action, including but not limited to the exclusion from any future Q2 or Q3 Event. This clause shall be in effect for a period of five (5) years and automatically extended upon renewal of this agreement.

The Purchaser understands and acknowledges that the conference is designed for educational purposes only, and that in selling a Ticket to the Conference, neither PQI, Inc. and/or SPI Inc. nor the Consultant is engaged in rendering legal, accounting, medical, investment or other professional advice to the Purchaser.

The Purchaser understands and agrees it is the Purchaser's responsibility, and the Consultant and PQI, Inc. and/or SPI Inc. recommend, that the Purchaser obtain his or her own independent legal, accounting, medical or other professional advice with respect to evaluating and/or implementing any of the educational material, products, services, or opportunities presented during or subsequent to the Event.

The Consultant and the Purchaser agree to first expeditiously resolve among them any dispute arising with respect to this agreement. If they are unable to resolve the dispute among themselves both the Consultant and the Purchaser agree they will resolve their dispute through the binding dispute resolution process administered by the Pinnacle Quest International (PQI) Ethics Committee. This remedy shall be the exclusive and sole remedy available.

Consultant and the Purchaser agree to comply with any decision rendered by the PQI Ethics Committee concerning their dispute without recourse.

The purchase of this product is non-refundable and non-transferable to another person by the Purchaser.

I do hereby, for my heirs, executors, assigns and administrators, release and forever discharge PQI, Inc and SPI, Inc., any of its consultants, agents, officers, employees, volunteers and retailers acting officially or otherwise, from any claims, demands or causes of action that may occur or arise.

This contract and its contents are subject to change as additional specific information becomes available. Please keep updated through your email and the website located at <u>www.PQlevents.com</u>.

This Agreement constitutes the entire agreement between the Consultant and the Purchaser and there are no other additional promises, representations, or guarantees of any kind other than the Participant Agreement that must be signed before attending an actual Conference or participating in any investment offered to Q3 Clients.

Please Initial One

- _____ I, the Purchaser, have made a payment in full in the amount of \$_____
- _____ I, the Purchaser, will make a deposit of \$______ and I understand that the balance must be paid pursuant to the agreement made with my Q3 Qualified Consultant.
 - _____ I, the Purchaser, have made special arrangements, see attached.

Pinnacle Quest Q3 Ticket Purchase Agreement - Continued

By signing, I, the undersigned Purchaser, acknowledge that I have read, understand and agree to all the foregoing provisions on every page of this agreement.

Print Purchaser Name		Purchaser Signature	
Complete Mailing	Address (No P.O. Boxes):		
Mailing Address	(continued):		
City:	State/Prov:	Country:	Postal Code:
Entity Name (if applicable):		Principle:	
Telephone Numb	er:	Fax Number:	
Date:	E-Mail A	Address:	
Do you want to O	pt-In to receive Call schedules	, newsletters, and information	about events. YES or NO
	n Nama Radaa		

Print Spouse/Partner Name		Spouse/Partner Signature			
Complete Mailing Address (No P.O. Boxes):					
Mailing Address	(continued):				
City:	State/Prov: _		Country:	Postal Code:	
Entity Name (if applicable):		Principle:			
Telephone Numb	oer:				
Date:		E-Mail Address: _			
Preferred Name of	on Name Badge:				

By signing, I, the undersigned Consultant, acknowledge that I have read, understand and agree to all the foregoing provisions on every page of this document.

Q3 Consultant Signature	_Q3 Consultant Printed Name
Entity (if applicable):	
Telephone Number:	Fax or Email:
Date:	PQI Consultant ID:
ЕСМ:	Fax or Email:
Is this a Consultant's Referred Sale?	_ If Yes, Consultant ID:
If yes, Name of Consultant Referring the Sale	

Please Initial

<u>IMPORTANTI</u> For your protection, before paying your Consultant, Email <u>support@pqi.cc</u> or Fax 800-500-4980 to determine if your Consultant is in good-standing, and qualified to accept Q3 payments. It is highly recommended that the purchaser fax or email a copy of this Purchase Agreement and proof of payment(s) to (800) 500-4980 or email <u>orders@pqi.cc</u>.

If you do not receive a confirmation by email from PQI, Inc. and/or SPI Inc. within 7 Business days of placing this order or making any payments to your Q3 Consultant, please email <u>orders@pqi.cc</u> to confirm your order was placed and/or your account was properly credited. PLEASE stay updated by having a current email on file and by going to <u>www.PQIEvents.com</u> for the latest information about this event.

_____This contract and its contents are subject to change as PQI obtains additional specific information from the venue as the event draws closer. Please keep updated through your e-mail, consultant, EC member, and <u>www.pqievents.com</u>. Exact dates and locations are subject to change if minimum requirements are not met.