

WE LEVEL UP MASTERMIND COURSE AGREEMENT

This MASTERMIND COURSE AGREEMENT (“Agreement”) is effective as of _____ (the “Effective Date”)

and is entered into by and between: We Level Up Personal Development (“Company”), a Florida company, with an address at 1701 Green Road Suite C, Deerfield Beach FL 33064 and _____ (“Client”) with an address at _____.

By signing this Agreement, the Company and the Client agree that for good and valuable consideration and the Services (as defined in Section 2 below):

1. Client will pay Company an agreed upon nonrefundable fee of One Hundred Thousand (**\$100,000 USD**) for Services by Company. A deposit of 10% of total payment is due upon execution of this Agreement with the remaining payment due within 45 days of the effective date via the following method:

- a. NAME ON THE CARD: _____ EXP. DATE: _____
 CC #: _____ SEC: _____
 BILLING ADDRESS: _____
 EMAIL ADDRESS: _____ PHONE: _____

b. Client understands that the amount charged above is nonrefundable even if Client does not attend or participate in or use the program (as defined below) in its entirety.

2. Company will have available mastermind services to Client for a period of twelve (12) months from Effective Date which will be the following services:

- a. Weekly group calls with Ryan Zofay and/or the Team.
- b. The recordings of the group calls.
- c. Company’s proprietary and confidential information to build and scale the Client’s business.
- d. 4 Three-Day Mastermind which could be in person or virtual.
- e. 3 Two-Day Personal Development Seminars.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date upon the execution below.

WE LEVEL UP PERSONAL DEVELOPMENT _____

By: _____
Date: _____

By: _____
Date: _____

TERMS AND CONDITIONS

1. **TERM AND TERMINATION.** This Agreement shall commence on the Effective Date, and shall continue until completion of coaching program (“Term”), unless earlier terminated by either Party upon a thirty (30) days prior written notice.

2. **CONFIDENTIAL RELATIONSHIP.** In addition to and not in lieu of any other confidentiality agreement signed by Client in connection with the Services performed hereunder, both Parties agree to treat as confidential all information supplied by the other Party, and not in the public domain, (including but not limited to patient information and data) in connection with this Agreement. Each party agrees to limit: (a) use of such information to the performance of the Services, and (b) disclosure of such information to only those employees necessary for the performance of the Services, unless prior written consent has been granted by the disclosing party to permit other use or disclosure. Each party shall return or destroy such information, and all copies thereof, upon the other party’s written request; provided, however, with respect to any such information contained in backup or archival copies of email or other electronic data which is not reasonably capable of being located or segregated, the return or destruction requirements shall not be applicable, but the confidentiality obligations contained herein will in all cases continue to apply. Client shall not in any manner advertise or publish or release for publication any statement mentioning Company or the fact that Client has furnished or contracted to furnish services required by this Agreement or quote the opinion of any employees of Company. Pursuant to 18 USC Section 1833(b), neither Party shall be held criminally or civilly liable under any federal or state trade secret law for the disclosure of confidential information that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

3. **INTELLECTUAL PROPERTY RIGHTS.**

- (a) Company is and shall be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the Services performed under this Agreement (collectively, the “Deliverables”), including all patents, copyrights, trademarks, trade secrets, and any and other intellectual property rights howsoever arising (collectively “Intellectual Property Rights”) therein. The Client agrees that the Deliverables are hereby deemed a “work made for hire” (as defined in 17 U.S.C. § 101) for Company. If, for any reason, any of the Deliverables do not constitute a “work made for hire,” the Client hereby does, and will in the future as necessary, irrevocably assign to Company, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein.
- (b) Notwithstanding Section 12(a), to the extent that any of the Client’s pre-existing materials contained in the Deliverables, the Client shall retain ownership of such preexisting materials, and hereby grants to the Company an irrevocable, worldwide, unlimited, royalty-free license to use, publish, reproduce, display, distribute copies of, and prepare derivative works based upon, such preexisting materials and derivative works thereof. Company may assign, transfer, and sublicense such rights to others without the Client’s further approval.

- (c) Except for such pre-existing materials identified in Section 1 above, the Client has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Deliverables. The Client has no right or license to use Company’s trademarks, service marks, trade names, logos, symbols, or brand names.
- (d) Company Data shall mean any content, materials, data and information that Company or its authorized users enter into managed services or Company-specific data that is derived from Company’s use of the managed services (e.g. Company-specific reports) as long as such derivative work is not a component of the managed services itself or furnished by Client under the Agreement. Company Data shall not include any component of the Services or material provided by or on behalf of Client.
- (e) Client shall not disclose, and shall keep confidential, any and all Company Data, including, but not limited to, any Company Data that personally identifies Company or Company’s Affiliates, employees, Clients, and/or customers.

4. **LIMITATION OF LIABILITY.** COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT LOSSES OR DAMAGES OF ANY NATURE.

5. **INDEMNIFICATION.** Each Party shall defend, indemnify, and hold the other Party harmless and its affiliates and their officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, interest, awards, penalties, fines, professional or legal costs or otherwise, or expenses of whatever kind (including attorneys’ fees) arising out of or resulting from: (i) any breach of any obligation (which shall include any inactions) by the Party and/or any of its Personnel under or in connection to this Agreement.; (ii) any claim from any third party that the Deliverables infringe on any Intellectual Property rights; (iii) any employment or other types of claims made by or on behalf of any Client Personnel against Company for whatever reason; and (iv) bodily injury, death of any person resulting from the Client’s performance of this Agreement.

6. **CHOICE OF LAW.** All disputes and matters arising under, in connection with, or incidental to this Agreement shall be litigated, if at all, in and before the state or federal courts of the county and state in which Company’s facility to which the Services is provided, to the exclusion of other courts of other states, the United States, or countries and to the exclusion of other venues. The Parties expressly consent to the exclusive jurisdiction of this court and agree that this venue is convenient and not to seek a change of venue or to dismiss the action on the grounds of forum non conveniens. This Agreement will be governed and construed in accordance with the Laws of the state in which the Services is provided, as applicable, including the Uniform Commercial Code, as effective on the date of this Agreement.