



M.C. Coaching Agreement

Millionaire Commerce

THE PARTIES

This Coaching Agreement (the "Agreement"), effective from **07/02/2025** (the "Effective Date"), is entered into by 247 Enterprise FZCO, incorporated under the laws of the United Arab Emirates, with registered business ID number 24744, duly authorized by Samuel Onuha CEO (Referred to in this agreement as "Company", "MC" or "Millionaire Commerce"), and **Francisco Oliveira**.

(If the above name at the end of the first paragraph refers to a consumer fill in (a), if it refers to a business fill in (b). The section which is not applicable can be filled in with a "X". This section will not apply.)

(a)

Born on 1/18/2004 and residing at: Travessa Circular Gestosa de Cima, 3 ("Client").

(b)

X

(Section **(a)** or **(b)** refers to the additional information associated with the name which is filled in at the end of the first paragraph, this name is the name of the consumer or business.)

hereinafter referred to individually as "Party" and collectively as "Parties".

AGREE AS FOLLOWS

The engagement ("Engagement") for Services (as defined below) will begin effective **07/02/2025**. The Client will be provided with access to the online training course, weekly Q&A's and private community.

1. Engagement of Services

1.1. Client engages Company to provide an A-Z course, access to exclusive community and weekly group calls (Q&A's).

1.2. During the 183 day offer Client will receive:

- Weekly group calls (Q&A's)
- Access to exclusive A-Z Dropshipping Course



- Access to private community group

1.3. Client agrees that some or all content including video recordings may be in English and that the Services are mostly delivered digitally.

1.4. The Client agrees that it is Client's responsibility to enact or bring about any changes or recommendations provided by the coaches / course material through the Services. With respect to the Services, Company is not subject to an obligation to deliver certain results, but only an obligation of best efforts to deliver said Services within the 183-day period.

2. Client Requirements

Client agrees to the following terms regarding the requirements:

- Client shall provide any required information as needed for maximum effectiveness in receiving the Services.
- Client shall complete the training course in full.
- After 30 days of no contact from Client to The Company, The company will assume Client is no longer in need of The Company's services, and The Company may terminate the Agreement; in this event, all unpaid fees will be due and collectible at the time of termination.

3. Term

This Agreement will become effective on the date both Parties have signed the agreement ("Effective Date") and will expire after 183 days have lapsed starting on the Engagement date.

4. Intellectual Property

All materials provided to you upon purchase – whether physical, written or digital – are copyrighted and may not be reproduced in any form, or by any means, without the express written permission of Company. You may not reproduce, republish, display, perform, distribute, modify, transmit, reuse, re-post or use the content of the materials for public or commercial purposes without the express written permission of Company. The trademarks, logos, and service marks (collectively the "Trademarks") displayed on the materials are registered and unregistered Trademarks of Company and/or other third parties that have authorized the use of such Trademarks. Nothing contained in the materials or on the Company's website(s) should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the materials or the website without the written permission of Company and/or the appropriate third party. Your use of the Trademarks displayed on the materials provided or on the website, except as provided in these terms and conditions, is strictly prohibited.

5. Fees and Expenses

a. The agreed upon fee for Engagement is **one thousand nine hundred and ninety-seven EUR (1997 EUR)** and must be paid in one (1) installment. A payment of one thousand nine hundred and ninety-seven EUR (1997 EUR) is due on the Effective Date. The fee is based on all circumstances of the situation including personal experience



and specific wishes/needs of the Client. The Client will also be responsible for any additional fees or costs incurred by the Company in the course of collecting or processing the above fees.

b. Based on agreed upon Services there might be additional costs of third parties such as for example Shopify, paid ads, domain hosting etc of which Company can't inform Client beforehand as these costs can vary depending on the situation and needs of the Client. These costs shall be fully borne by Client. Costs related to additional – not initially agreed upon – services provided directly by Company will only be borne by Client after it has accepted the costs beforehand.

c. Company reserves the right to keep the initial payment if cancellation is activated by the Client. Clients may cancel this Agreement by mailing a written notice to Company (support@millionaire-commerce.com) within 24 hours after the initial payment and only if Client has not activated his/her account in the Company's online portal where part of the learning material is hosted for the Millionaire Commerce program. You will get access and an invite to this portal through email after signing this agreement. If the online location of the portal ever changes (for example the URL of website) Company will notify Client through email or chat. Notice of cancellation sent after this deadline may be deemed invalid at the sole discretion of Company. Company reserves the right to apply a cancellation fee of EUR 1,500. Lastly, in case of delayed payments for more than 7 calendar days, upon collecting the monthly installments, Company reserves the right to apply a 5% surcharge.

6. Refund Policy

All purchases are NON-REFUNDABLE. Payments referred to herein shall not be refundable UNDER ANY CIRCUMSTANCES, including but not limited to the termination of this Agreement for whatever reason. This since our service and deliverables are 100% digital and personalized according to the needs of Client and can therefore not be refunded.

7. Right of Withdrawal, Immediate Commencement of Services

As a consumer, you have a right of withdrawal which means that you have the right to cancel the Agreement up to 14 days after signing it without giving any reason (reflection period).

Client explicitly agrees that the Company can perform the Services - and deliver the digital products covered therein - immediately after the conclusion of the Agreement at least within the reflection period without any action required from the Client. Client accepts to have immediate access to the content and accepts to waive their right to cancel the Agreement after the time frame mentioned in article 5.c. Client also agrees to waive their right of withdrawal within the 14-day reflection period since the biggest deliverable in the service/offer of the Company is the course which holds 90% of the value/knowledge and cannot be taken back as it is a fully digital deliverable. To prevent piracy and the unauthorized download of the course and other digital resources the company therefore implements this article (article 7).

8. Chargebacks.

a. If the client does not agree with the debit of a certain amount, the client is obliged to inform and give the opportunity to this as soon as possible, and at the latest within 5 working days after the debit, of Millio to account



for the depreciation. Any chargebacks, before MC has been consulted and given the opportunity to fulfill its obligations, or to prove that MC has fulfilled its obligations, are not allowed.

b. Chargebacks without valid reason will be classed as fraud.

c. When a chargeback dispute has been opened and the amount has been deducted, MC has the opportunity to submit evidence to prove the charge was legitimate and potentially withdraw the dispute.

d. The costs incurred by MC when reversing a chargeback are for the account of the client. The risk of currency exchange rate fluctuations is for the account of the client.

e. In the event that the client acts in violation of this agreement, the client is without prior warning, notice of default or judicial intervention immediately payable fine owed to MC of € 5.000,- (in words: five thousand euros) per violation in case Client is a business client, the fine for a consumer that is owed to MC will be a fine of €1.000,- (in words, one thousand euros) per violation without prejudice and in addition to the right of MC to claim compensation for the damage suffered as a result of the violation.

9. Indemnity.

You agree to indemnify and hold Company, its subsidiaries and affiliates, and their officers, agents, attorneys and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by you or a third party engaged by you or a third party for whom you are otherwise responsible, due to or arising out of: this Agreement, your use of the Services, a breach of this Agreement, any breach of your representations and warranties set forth above, and/or if any content that you post using the Services causes Company to be liable to another. The indemnification does not apply in the event of intent or gross negligence on the part of Company.

10. Confidentiality.

Company and Client agree that all information received from each other in the course of Services will remain confidential, except when:

- (i)** the information is general information/generally known;
- (ii)** disclosure to a third party is compelled by law, a governmental authority or a (higher) court or deemed necessary by Company to avoid harm to Client or others;
- (iii)** was legitimately disclosed and/or made known to the Company by a third party without any confidentiality obligation

11. Release of Liability.

Client acknowledges that he or she is partaking in the Services at his or her own risk. Furthermore, Client agrees that he or she bears complete responsibility for the consequences of any action, or failure to act, whether or not suggested by the Company in the course of providing the Services. The Company is not liable for any damages - direct or indirect - of client in connection with the performance of this agreement or in connection with an unlawful act, unless there is intent or gross negligence on the part of Company.



12. Guarantee.

12.1. Company does not warrant or guarantee any specific level of performance or results. Example of results obtained for other clients of the Company may be used as a marketing tool and shown to Client for demonstrative purposes only and should not be construed by Client as indicating any promised results or level of results.

13. General Terms and Conditions

This agreement is subject to the general terms and conditions of "Company". By signing this agreement, "Client" declares that it has received and agrees to the terms and conditions of "Company".

14. Complaints

If Client has any complaints or is unsatisfied with the service and/or materials Client is obligated to make Company aware of this so Company can solve this matter in a reasonable timeframe. Any complaints or feedback must be given to Company within 1 month after discovery by Client. Company must be notified through email (administration@millionaire-commerce.com). The administration department will then examine the situation.

15. Miscellaneous

15.1. General terms and conditions of the Client are hereby expressly rejected by Company.

15.2. Your failure to use the Services after purchase does not void any part of this agreement. In the unlikely event that any provision of this Agreement is declared null and void, is annulled or no longer affects the relationship between the parties for any reason whatsoever, this will not affect the remaining provisions, which will therefore continue in full force. The provision that has been annulled or declared null and void will be replaced by a provision that approximates it as closely as possible, in the light of the parties' intentions and the tenor of this Agreement.

15.3. This Agreement is the final, complete and exclusive Agreement of the Parties. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

15.4. This Agreement shall be governed by and construed in accordance with the laws of The Netherlands and without regard to its conflicts of law provisions. The applicability of the Vienna Sales Convention is excluded for this agreement.

15.5. Exclusive jurisdiction and venue for any legal action arising under this Agreement is in the competent national court in Amsterdam and both parties consent to the jurisdiction thereof. In case Client is a consumer, the consumer has at least one (1) month to choose that the dispute be brought before the court that would have jurisdiction under the Dutch law. In any action or proceeding to enforce this Agreement, the prevailing party will be entitled to recover from the other party its reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with that action or proceeding and enforcing any judgement or order obtained.

COMPANY: Millionaire Commerce	CLIENT
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Name: Samuel Onuha	Name: Francisco Oliveira
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Electronic Signatures

Francisco Oliveira

(digital representation of the signature)

Francisco Oliveira

Email: franciscoliveira04pessoal@gmail.com

Mobile: +351961944472

February 07, 2025 13:50

Audit trail

February 07, 2025 13:15

Contract is sent to Francisco Oliveira franciscoliveira04pessoal@gmail.com

February 07, 2025 13:15

Contract is sent to Francisco Oliveira +351961944472

February 07, 2025 13:38

Viewed by Francisco Oliveira

February 07, 2025 13:38

Email address verified Francisco Oliveira franciscoliveira04pessoal@gmail.com

February 07, 2025 13:50

Signed by Francisco Oliveira (IP: 188.251.223.103)

February 07, 2025 13:50

Document finalized

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