

Diamond Mastermind Enrollment Agreement

This Diamond Mastermind Enrollment Agreement (Enrollment) made, between
MD BASHER

6368 Bannister Dr, Dublin, OH, US, 43017

("Student") and MOBE Ltd., with an address of B1-28-8, Soho Suites at KLCC, No. 20 Jalan Perak, 50450, Kuala Lumpur, Malaysia ("MOBE").

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

- The Diamond Mastermind program and related products are educational in nature.
- Any communications with MOBE may be monitored or recorded and I authorize MOBE to contact me via email, text message, through Skype, or other online communication methods and by telephone.
- Your spouse or any other partner(s) support you in entering into the Diamond Mastermind program.
- To the best of your knowledge and in good faith, there are no foreseeable circumstances that would inhibit you from participating in this program.
- You understand the financial commitment you are making today by entering into this Enrollment Agreement, and your financial obligations will not prevent or inhibit your participation.
- Prior to this date, you were comfortable with your conversations with MOBE and agree that you are entering into this Enrollment without any duress from any representative at MOBE. You represent that you enter into this Enrollment of your own free will and accord and that you have had ample opportunity to consult with an attorney or other specialist prior to entering into this Enrollment.
- You agree that no specific claims of future earnings through the program have been guaranteed to you by any representative of MOBE.
- This Enrollment Agreement is subject to the Consultant Agreement, Compensation Plan, Terms and Conditions, Non-Solicitation Policy, Income Disclosure Policy, and Income Disclosure Document, each of which is incorporated herein by reference.
- To qualify for commissions or bonus programs like MOBE Motors or MOBE Vacations, I must maintain the \$19.95 monthly Standard Consultant Fee as described in the Consultant Agreement & Compensation Plan.

SECTION ONE

EVENT AND PRODUCT HIGHLIGHTS

Upon Student's execution of this Enrollment and tender of full tuition payment, Student is hereby granted by MOBE:

1. Premium access to an exclusive ten (10) day, eleven (11) night event ("Event") at a location chosen by MOBE;
2. Entertainment/hotel accommodations (complimentary) at the Event are for two adults;
3. Private access to all events, trainings, coaching, and entertainment at Event;
4. Attend Diamond-only Member Calls, and

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5. One month free access to the Diamond Monthly Inner Circle, which has an ongoing monthly fee of \$295 should I choose to continue to receive the benefits after the free month.
6. For full details visit the Diamond Mastermind webpage: <https://mobe.com/diamondmastermind>

SECTION TWO

ACCOMMODATIONS, AUTHORIZED GUESTS, AND EXTENDED STAY

Student agrees and understands that the cost of Event ticket includes only one (1) room for two adults to stay at the resort for eleven (11) nights, with food, drinks and various entertainment packages to be included. The Diamond Mastermind event training and coaching is exclusively for the Diamond Mastermind Student. If the Diamond Mastermind Student would like to bring a guest, the guest must be a family member or current business partner, and MOBE must be notified of the guest's name and affiliation at registration. The guest may not be a MOBE Consultant or otherwise an affiliate of MOBE. Student may make all hotel reservations for an extended stay at their own convenience and expense.

SECTION THREE

TUITION REIMBURSEMENT PROGRAM

This purchase includes a 1 year tuition reimbursement incentive for making five qualified sales during the next 12 months. The terms of the incentive are as follows: (1) Five qualified sales must be completed within 1 year from purchasing, meaning you have 365 days from the date you sign this agreement. Qualified sales do not include any sales passed up. (2) You must maintain an active Inner Circle Subscription for all 12 months at the Mastermind level you are applying to get reimbursed, and your Inner Circle Subscription must start the same month you purchase. You are responsible for making sure your Inner Circle Subscription is active and paid for appropriately each month. A prepaid annual subscription will also qualify. (3) All 5 sales must be legitimate sales and not request a refund or otherwise ask for a return of their tuition payment. (4) All sales must originate from different IP addresses and you must otherwise qualify for commission as a MOBE consultant. (5) The Tuition reimbursement applies to Silver & Gold Masterclass, Titanium Mastermind, Platinum Mastermind, and Diamond Mastermind training programs. (6) Once the 5 qualified sales per level are met, Student must agree to become a video testimonial by attending a SuperCharge Summit or Mastermind Event at their own expense to tell their story. Student will sign the appropriate talent release(s). Once these 6 requirements have been met, Consultant must fill out and complete the submission of their qualifying deals on or before the expiry date at: <http://www.mobe.com/SalesSubmissions>. Once the 6 requirements have been met, MOBE will take no longer than 6-months to ensure all sales are legitimate to account for refunds and chargeback before paying out the Tuition Reimbursement.

- This offer only applies to new Masterclass or Mastermind purchases that are fully funded within 30 days of putting down a deposit toward the purchase. The Tuition Reimbursement Program does not apply retroactively to any prior Masterclass or Mastermind purchases.

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- The amount reimbursed is limited to the amount actually paid by Consultant to MOBE. In the event a Consultant received a credit for commissions, a MOBE money discount at an event, or other any adjustment to the retail price, the reimbursement amount will be limited to the amount paid.
- Failure to do any of the above will void this offer. There are no exceptions.
- Each qualifying sale must be conducted in compliance with all applicable federal, state, and local laws.
- This offer is void where prohibited by law.

The 5 Qualifying Sale Tuition Reimbursement Program is not an unconditional promise of reimbursement. Student must comply with all rules and requirements specified in order to qualify for reimbursement. The 5 Qualifying Sale Tuition Reimbursement Program is subject to change or revision at any time.

Any dispute regarding this 5 Qualifying Sale Tuition Reimbursement Program will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and Student consents to the jurisdiction in Malaysia in connection with any Arbitration as required through the relevant Mastermind, Affiliate or Consultant Agreement.

SECTION FOUR

SPEAKERS/CONFIDENTIALITY

Student understands that MOBE will provide speakers at the Event who may convey invaluable education that is for Student's discreet use only. Student hereby acknowledges and agrees not to record, copy, transcribe, transmit, or distribute, either directly or indirectly (in any manner or form) any of the information or content of the Event. Student also agrees to maintain all information strictly confidential and to not disclose such information to any third party in any manner. Student understands that MOBE does not guarantee any particular individual or celebrity will be in attendance or speak at the Event.

SECTION FIVE

NON-COMPANY PROMOTIONS

Student agrees not to promote any product or company to other students at the Event, unless an authorized agent of MOBE provides express prior written approval to promote such products or programs. Violation of this provision will result in immediate expulsion from the event and being banned from attending any MOBE functions. MOBE also reserves the right to seek damages for any lost revenue due to Student's solicitation of other products or services.

SECTION SIX

RELEASE AND INDEMNIFICATION

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Student agrees to release, indemnify, defend, and hold harmless MOBE, and its respective successors, assigns, personal representatives, officers, directors, and employees, for, from, and against all manner of causes of actions, lawsuits, liens, debts, dues, damages, claims, judgments, executions, attorneys fees, costs, and demands of every nature, kind or description whatsoever, either at law or in equity, or otherwise, arising out of, or in any manner connected to Students participation in this Enrollment or the Event.

Student specifically grants MOBE a limited license to use Student's picture, likeness, and story in any company marketing materials. This includes pictures, videos, or other recordings of Student and Student's guest(s) if any are in attendance and participation at the Event.

SECTION SEVEN

REGISTRATION CHANGES

A flat change fee will be charged for changes made according to the fee schedule outlined in Section 9 below. This includes but is not limited to the number of people attending, the names of those attending, etc. as determined by MOBE

SECTION EIGHT

ALL EVENT TICKET SALES ARE NON-REFUNDABLE

Student hereby purchases the Event listed above and agrees to all terms, conditions, and rules related to this Event as announced and modified by MOBE in their sole discretion.

STUDENT UNDERSTANDS AND AGREES THAT ALL EVENT TICKETS PURCHASED ARE NON-TRANSFERABLE AND NON-REFUNDABLE; ALL SALES ARE FINAL.

If Event space is unavailable for any reason, Student will be able to attend the next subsequent Event of the same type at no additional charge. Student understands and acknowledges that neither airfare nor any other travel costs to and from the Event are included as part of the Event ticket. Student shall be solely responsible for arranging and paying for all travel costs. MOBE always retains the right to reschedule any Event sixty (60) days prior to the scheduled advertised date of the Event. For that reason: please do not purchase final travel arrangements prior to that date! You also get to attend one single Diamond Mastermind conference.

SECTION NINE

SCHEDULING/CANCELLATIONS/TRANSFERS

Student should choose the Diamond Mastermind they would like to attend soon, as events fill up quickly. Student must attend the Diamond Mastermind event within 12 months of the date of purchase. If Student is unable to attend within 12 months of their purchase, Student may pay \$900.00 to extend the attendance timeframe for an additional 12 months. In the event Student is unable to attend the event live during that time period or does not want to pay the extension fee, Student can request to receive the training by providing access to recordings, DVDs, or online access to the event training materials.

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If Student cancels or transfers any Event, the following cancellation or transfer fees will apply and be due when the request is made: 30+ days prior to the event U.S.\$500.00; 29-16 days prior to the event 50% of the full hotel charges; 15-1 day prior to the event 100% of the hotel costs. Any cancellation or transfer requests later than the day before the event starts will be considered a No Show according to the terms of Section 11.

Also, Student must register for the event they choose to attend once the registration page for that event becomes available (typically 90 days before the event is due to begin). The registration form can be found at <http://mobe.com/diamonddetails> (please save this for future reference).

Important event updates will be emailed to the Student in advance (such as when registration is open) and will also be shared in the private Facebook group for all Diamond Mastermind clients, which can be joined at <https://www.facebook.com/groups/diamondprogram/>.

Dates for upcoming Diamond Masterminds can be found here: <https://mobe.com/diamonddetails/>

Details available on the [Mastermind Schedule](#) page

SECTION TEN

DEFERMENTS, CHANGES, CANCELLATIONS

Deferments, Changes, and Cancellations are subject to the time periods listed above and must be received by the company by certified mail at the address below or otherwise confirmed in writing by MOBE.

MOBE Ltd.
B1-28-8, Soho Suites at KLCC,
No. 20 Jalan Perak, 50450,
Kuala Lumpur

SECTION ELEVEN

NO SHOW

Non-attendance at the scheduled Event and/or failure to properly communicate the Notice and defer the ticket to a subsequent like Event in accordance with the requirements and procedures set forth in SECTION 10 above, shall result in a forfeiture of the ticket and the entire amount paid for such ticket. Any such forfeiture shall relieve MOBE of any liability or obligation of performance relating to the Enrollment and Student affirmatively represents not to initiate a chargeback request.

SECTION TWELVE

FUTURE EVENT PRICES

Students who have paid in full for a ticket to an Event shall have the right to purchase tickets for their personal use for subsequent Events of the same kind at the associated wholesale cost of \$10,000.

SECTION THIRTEEN

RESPONSIBILITY OF THIRD PARTIES - AFFILIATES

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MOBE has developed education focusing on marketing and training to allow people who choose to implement the strategies learned from the Event to market their own business, as well as earn commissions as an consultant marketing other business' products, services and information. MOBE is not responsible for Student's results. Student releases MOBE from any claims of loss for any marketing strategies Student initiates. It is Student's sole responsibility to determine which marketing strategies Student will implement for their business. MOBE offers education and insights in a number of forms, but it is up to the Student to perform. MOBE is not responsible if a Student does not make sales or generate any commissions. If Student wants to qualify for commissions, bonuses, contests, or other incentives as a MOBE Consultant, Student must maintain the \$19.95 monthly Standard Consultant Fee as described in the Consultant Agreement & Compensation Plan.

SECTION FOURTEEN

INCOME DISCLAIMER

Income illustrations are only for educational purposes and are not intended to serve as a guarantee of income. Success in this business requires hard work, dedication and good sales skills. The average consultant generates less than \$700 per year in commissions, although it should be noted that the average consultant does not place ads to consistently promote programs for longer than 1 month. Some consultants within MOBE have generated significant commissions, while others have generated no commissions at all. Results vary widely, and depend entirely on the individual doing the promoting. A strong work ethic and focusing on sales producing activities (eg. placing ads online for the various commissionable products, services and live events) are essential. You understand and agree that the value you will derive from the Event, products and/or services, will be in direct proportion to your level of effort, comprehension, individual monetary investments, business experience, expertise, desire, and willingness to take action on the education provided in the training programs. Therefore, MOBE has not, cannot, and will not make any guarantee of success, whether implicit or implied. You understand that the information provided by MOBE is educational in nature and is not intended to be legal, accounting, or tax advice. You are responsible for your own financial decisions and should consult your own legal, accounting, and tax advisors before making your financial decisions. A copy of MOBE's Income Disclosure along with current earnings statistics is available [HERE](#).

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SECTION FIFTEEN

RIGHT OF MODIFICATION

Student understands and agrees that the purchase of Event tickets is subject to acceptance by MOBE. MOBE reserves the right to refuse any ticket purchase. MOBE may, at any time, change or modify dates, speakers or location of the Event, without prior notice. You will be notified if and when this happens as expeditiously as possible.

SECTION SIXTEEN

MEDIATION, MANDATORY BINDING INDIVIDUAL ARBITRATION; VENUE

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STUDENT AND MOBE EXPRESSLY AGREE THAT ALL ARBITRATIONS WILL BE LIMITED TO INDIVIDUAL, NOT REPRESENTATIVE CLAIMS OR CLASS CLAIMS AND DELAWARE LAW WILL APPLY.

In the event that the parties to this Enrollment Agreement dispute the terms, application of the terms, or performance hereunder, the parties hereto agree, as a condition precedent to filing or pursuing any legal remedy (including but not limited to making a public complaint on any website, filing suit in any court or arbitration, or initiating a credit card chargeback dispute), the parties agree to participate in mediation services as determined by MOBE management (Mediation fees to be covered by MOBE). If the Parties are unable to come to a mutual agreement in mediation then the Student agrees to participate in binding arbitration in accordance with the American Arbitration Association and under the Commercial Arbitration Rules. Student and MOBE agree that all hearings may be held telephonically. Such arbitration will be final and binding on Company and Student and judgment upon any award rendered may be entered in any court having jurisdiction therefor. Each party will pay their own costs and attorney's fees. Notwithstanding the arbitration provision contained herein, MOBE will have the right to seek specific performance, including the right to be granted preliminary injunctive relief of Student's obligations (payment, defamation, breach of contract) hereunder or relating hereto.

MOBE may seek injunctive relief without having to post any bond or other security to the Court. Student is aware that through this provision he or she is specifically waiving rights to dispute ANY refund request or charges (credit card or other payment method) or payments made to MOBE until an Arbitrator has granted a final decision specifically granting a return of any or all payments or fees made to MOBE.

If the foregoing dispute resolution mechanism is not employed prior to making a public complaint, or filing a lawsuit in any Court, the party making such complaint without first employing this alternative resolution procedure will be responsible to the other party for liquidated damages in the amount of \$25,000.

SECTION SEVENTEEN

NON-DISPARAGEMENT

Student and MOBE mutually agree that their personal and professional reputations are important and should not be impaired by either Party after this agreement is executed. Student and MOBE agree they will not publicly, privately, or anonymously make any comment, oral or written, or take any action which disparages, defames, or places MOBE or its past and present officers, directors, employees, and affiliates in a negative light. If this agreement is violated, the defamed or disparaged party has the right to seek immediate court intervention in connection with Section 16 above. Student grants permission for MOBE to provide this Enrollment to any third party where defamatory comments have been made to immediately have those comments removed until the AAA process described in Section 16 has granted a full and final ruling regarding the dispute(s).

SECTION EIGHTEEN

MISC.

- (a) Student cannot assign this Enrollment Agreement, but MOBE will be allowed to assign its rights and obligations hereunder to its affiliates, successors and assigns.
- (b) This Agreement can only be amended by the mutual agreement of the parties.
- (c) The Parties agree to keep the terms of this Enrollment Agreement confidential.

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- (d) This Enrollment Agreement will not be construed against its drafter, and Student acknowledges that it has had the opportunity to have legal counsel review this Enrollment Agreement.
- (e) Upon Company's request, Student will do or cause to be done such further acts or things as Company may reasonably request to carry out the intent of this Enrollment Agreement.
- (f) No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver.
- (g) If any provision of this Enrollment Agreement is found to be invalid, all of the remaining provisions of this Enrollment Agreement will nonetheless remain in full force and effect.
- (h) This Enrollment Agreement embodies the entire understanding of the parties, and supersedes all prior negotiations, understandings and agreements with respect to the subject matter of this Enrollment Agreement.
- (i) This Enrollment Agreement may be executed in counterparts.

SECTION NINETEEN

ATTORNEY FEES; COSTS

Student agrees to pay any and all costs, including without limitation reasonable attorneys' fees, incurred by MOBE as a result of any violation of these terms and conditions by Student or any other dispute between Company and Student. In the event any portion of this Enrollment Agreement at any time, for any reason, are determined to be void or superseded, the remaining portions of the foregoing Enrollment Agreement and the provisions of this paragraph shall survive.

SECTION TWENTY

NOTICE

Any notice pursuant to Event ticket purchase and these Terms and Conditions will be considered properly made when deposited by company in mail and, if the notice is to Student, addressed to Student, at Student's address last known to Company. If the notice is to Company, Student must send via certified mail and be addressed to and received by Company at:

MOBE Ltd.
B1-28-8, Soho Suites at KLCC
No. 20 Jalan Perak, 50450
Kuala Lumpur, Malaysia

SECTION TWENTY ONE

OUTSIDE CLAIMS

Any claims or promises made by any party that is not outlined in this agreement is not the responsibility of MOBE and is not grounds for a refund or other compensation.

SECTION TWENTY TWO

TRAFFIC COACHING

Student will be assigned a traffic coach to be able to interface with them in 12 x 30-minute sessions to discuss traffic strategies. These traffic coaches are available per their scheduling calendars which you will receive via an email. It is your responsibility to schedule a call and do the work and take action to drive traffic to your links if you so choose to implement the education provided. It is not the responsibility of the traffic coach to make you sales and they are not there to do the work for you only to educate on the steps and process.

If you require more sessions, you can purchase more at a special discounted rate.

Outside questions may be directed to your traffic coaches but you may want to use other resources like the Facebook groups since the traffic coaches are busy helping other students so their time is limited and may not be able to respond as quickly as you would like.

SECTION TWENTY THREE

DIAMOND FUNNEL FULFILLMENT & CONDITIONS

MOBE will create Diamond Bonuses based on Student's background and story. Any changes to your Diamond Bonuses 30 days after delivery will incur a \$150/hr charge. All changes to the Diamond Bonuses must be submitted before the 30th day following delivery to avoid the Diamond Bonus update fee. This includes all photo, video, and grammatical updates within any and all pages of the MOBE Diamond Bonuses you receive. A Maximum of 3 sets of changes conveyed in writing, sent via maximum of 3 email requests must be submitted within the 30 days after diamond bonus delivery to avoid paying the \$150/hr update fee.

Blog Site Disclaimer: If a Diamond Consultant so chooses to use a Blog Site hosting package outside of that provided by MOBE (offered within their Diamond Bonus Package), MOBE will perform of an initial evaluation of compatibility and if the outside blogsite is found to be fully compatible MOBE will complete the deployment and configuration of Blog Site. MOBE will accordingly answer all questions pertinent to deliverables. Further questions outside of deliverables will be the responsibility of said individual to seek support questions through their hosting, domain, email, or other relevant service provider.

Diamond Bonus Package Financial Obligations: Blog Site Domain Name, Email Autoresponder and Clickfunnels Account are the financial obligation of the Diamond Consultant and are paid for and maintained by said Consultant. MOBE will not be financially responsible or

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obligated to pay for or otherwise fund individual Diamond Consultant's above mentioned support tools. Ongoing updates and service contracts are the responsibility of the Diamond Consultant.

Film Day Fulfillment: The Film Day Bonus must be fulfilled within 1 year of purchasing Diamond. This bonus includes studio time only, travel and accommodation are not included within this bonus. The Film Day Bonus includes filming and editing only. MOBE Vacation Points can be used to cover accommodations for filming at any of the MOBE Resorts.

By signing below, you agree to this entire Enrollment Agreement. Your digital signature is equivalent to a handwritten signature as provided in The Federal E-Sign Act.

Signature: 
Md Basher (Dec 4, 2017)

Email: mabasher01@gmail.com