
TITANIUM MASTERMIND ENROLLMENT AGREEMENT

This Titanium Mastermind Enrollment Agreement ("Enrollment") made, effective as of 12-04-2017, between MD basher, 6368 Bannister Dr, Dublin, Ohio, United States, 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" or "Company").

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

- The Titanium Mastermind program and related products are educational in nature.
- Any communications with MOBE may be monitored or recorded and you authorize MOBE to contact you via email, text message, on Facebook, through Skype, or other online communication methods and by telephone.
- Your spouse or any other partner(s) support you in entering into the Titanium 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 in the Enrollment.
- 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 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 3 day, 4 evening "Event" at a location chosen by Company
2. Entertainment and hotel accommodations (complimentary) at Event for one adult person;
3. Private access to all events, trainings, coaching, and entertainment at Event; and
4. Attend Titanium-only Member Calls.



I have read and agree to this section.

SECTION TWO.

ACCOMMODATIONS AND AUTHORIZED GUESTS, AND EXTENDED STAY

Student agrees and understands that the cost of Event ticket includes only one (1) room for a single adult person to stay at the resort for eleven (11) nights, with food, drinks and various entertainment packages to be included. The Titanium Mastermind event training and coaching is exclusively for the Titanium Mastermind Student. If the Titanium Mastermind Student would like to bring a guest an additional charge will apply. Student may make all hotel reservations for an extended stay at their own convenience and expense.



I have read and agree to this section.

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. (2) You must maintain an active Inner Circle Subscription for all 12 months at the Mastermind level you are applying to get refunded/reimbursed. (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 for MOBE and 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>.

- 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.



I have read and agree to this section.

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.



I have read and agree to this section.

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.



I have read and agree to this section.

SECTION SIX.

RELEASE AND INDEMNIFICATION.

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.



I have read and agree to this section.

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 individuals attending, etc. as determined by MOBE.



I have read and agree to this section.

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 re-schedule 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 Titanium Mastermind conference. If you cannot attend the next Titanium Mastermind Conference, you are allowed to defer your attendance to the next one. You are allowed to do this one time without any additional costs. If you choose to defer your attendance beyond this, there will be an additional ten percent (10%) surcharge that must be paid to MOBE before attending the next conference. If you would like to attend more than one Titanium Mastermind conference (highly recommended) you can, and you only need to pay the wholesale cost of \$3,500.



I have read and agree to this section.

SECTION NINE.

SCHEDULING/CANCELLATIONS/TRANSFERS

Student must choose the Titanium Mastermind location they would like to attend at the time of purchase. This allows us to ensure the best prices for our events and to help keep costs down for everyone. Student must attend the Titanium Mastermind event within 6 months of the date of purchase. In the event Student is unable to attend the event live during that time period, MOBE may in its discretion give Student the training by providing access to recordings, DVDs, or online access to the event training materials.

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/titaniumdetails> (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 Titanium Mastermind clients, which can be joined at <https://www.facebook.com/groups/titaniumprogram/>.

- Costa Rica Arrival: April 19, 2017 - Departure: April 23, 2017
- Costa Rica Arrival: May 26, 2017 - Departure: May 30, 2017
- Costa Rica Arrival: June 22, 2017 - Departure: June 26, 2017
- Costa Rica Arrival: July 22, 2017 - Departure: July 26, 2017
- Costa Rica Arrival: August 24, 2017 - Departure: August 28, 2017
- Phuket, Thailand Arrival: September 22, 2017 - Departure: September 26, 2017
- Costa Rica Arrival: Nov 30, 2017 - Departure: December 4, 2017

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



I have read and agree to this section.

SECTION TEN.

DEFERMENTS

Written notification of the deferment must be received by Company by certified mail to:

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

Notification must be received by the start date of the Event being deferred. Student may defer the ticket to the next Event of same or lesser ticket value. No deferment shall be allowed beyond the period of one regularly scheduled Event.



I have read and agree to this section.

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.



I have read and agree to this section.

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.



I have read and agree to this section.

SECTION THIRTEEN.

RESPONSIBILITY OF THIRD PARTIES - AFFILIATES

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 affiliate 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 as a MOBE Consultant, Student must maintain the \$19.95 monthly Standard Consultant Fee as described in the [Consultant Agreement](#) & [Compensation Plan](#).



I have read and agree to this section.

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 \$250 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](#).



I have read and agree to this section.

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.



I have read and agree to this section.

SECTION SIXTEEN.

MEDIATION, MANDATORY BINDING INDIVIDUAL ARBITRATION; VENUE

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

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 will 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.



I have read and agree to this section.

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 one another or its past and present officers, directors, employees, and affiliates or consultants 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).



I have read and agree to this section.

SECTION EIGHTEEN.

MISC

- a. Student cannot assign this Enrollment, but MOBE will be allowed to assign this Agreement and the 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.



I have read and agree to this section.

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.



I have read and agree to this section.

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?



I have read and agree to this section.

SECTION TWENTY TWO.

TRAFFIC COACHING

Student will be assigned a traffic coach to be able to interface with them in 5 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 driving traffic to your license 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 your 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.



I have read and agree to this section.

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.

Full Name:

MD basher

Date Signed:

2017-04-12 02:31:54

I understand that this is a legally binding contract, and that by entering my initials in the field from my current IP address, I am agreeing to all of the above.



Signature:

A handwritten signature in black ink, appearing to be 'MD basher', written over a horizontal line.