



YWCTW Instructor Agreement

This agreement ("Agreement") between You Will Change the World, LLC a Nevada Limited Liability Company (hereinafter "YWCTW") with its principal place of business at 9205 W Russell Rd Suite 240, Las Vegas, Nevada 89148, and

CLIENT NAME _____
ADDRESS _____
PHONE NUMBER _____
EMAIL ADDRESS _____
FEIN OR SOCIAL SECURITY NUMBER _____

(hereinafter "CLIENT").

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which YWCTW will furnish its services to CLIENT. NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

SECTION 1. TERM

This Agreement does not take effect, and YWCTW has no obligation whatsoever to provide services to CLIENT until BOTH CLIENT and YWCTW sign a copy of this Agreement, and Client payment as outlined in the annexed Exhibit A Scope of Work, clears YWCTW's bank account.

This Agreement shall continue in full force and effect for 3 years from "date of execution" as defined in the annexed Exhibit A Scope of Work or until terminated as provided in Section 3 and Section 6.

SECTION 2. OBLIGATIONS OF YWCTW

YWCTW agrees to provide services to CLIENT as outlined in the annexed Exhibit A Scope of Work.

SECTION 3. OBLIGATIONS OF CLIENT

3.01. CLIENT shall provide YWCTW and its authorized employees and agents timely and reasonable access to its information and property for the purposes of YWCTW's services. CLIENT at all times will cooperate with YWCTW so that the YWCTW may provide services as efficiently and quickly as possible. CLIENT at all times must provide YWCTW with accurate and complete information; promptly respond to YWCTW's inquiries; keep YWCTW informed of changes in CLIENT affairs relevant to the scope of services provided including but not limited to CLIENT address, telephone number, email address, etc. CLIENT further agrees to execute any other documents or instruments required from time to time to more fully carry out the intent and purpose of this Agreement. CLIENT agrees to make reasonable efforts to market CLIENT's YWCTW created website portal to promote online sales. Should CLIENT not wish to follow YWCTW's advice, YWCTW has the right in its sole discretion to terminate this Agreement and CLIENT will forfeit payment(s) made to date.

3.02. Incorporated into YWCTW's fees are routine administrative costs that include long distance telephone calls, copy expenses, local courier expenses, regular postage and facsimiles. CLIENT will be billed for actual costs for non-routine costs that include, but are not limited to, travel expenses, third party service conference calls, non-routine postage and copying expenses, purchase of special fonts, graphics, stock photography, templates, themes, software, scripts, videographer, third party licenses, digital server certificates, music rights, etc. YWCTW is not obligated to advance any out of pocket costs. These costs are in addition to the fee for YWCTW's services. YWCTW may in its sole discretion delegate work to other Developer(s) and/or professionals when YWCTW deems appropriate. CLIENT will be consulted if any extraordinary expenses become necessary, such as the hiring of consultants and no arrangements for such services will be made without CLIENT's prior authorization.

3.03. All invoices shall be due and payable as outlined in Exhibit A Schedule of Work. Payment shall be deemed "late" 7 days from the invoice date. In the event that any portion of the CLIENT's bill is in arrears more than seven (7) days, then YWCTW shall have the right to charge a \$500 late fee as well as interest at the rate of 9% per month and to stop work on CLIENT's project.



SECTION 4. INDEMNITY

4.01. Indemnification of CLIENT by YWCTW.

YWCTW shall indemnify, defend, and hold harmless CLIENT, its affiliates, and their directors, officers, employees, agents and representatives from and against any and all suits, actions, damages, costs, losses (including, without limitation, reasonable attorneys' fees), expenses, judgments, settlement costs, and other liabilities arising from:

- A. Any negligent or willful errors or omissions on the part of YWCTW; or
- B. Any breach of this Agreement by YWCTW.

These indemnification provisions shall survive any termination of the Agreement. Indemnification of YWCTW by CLIENT. CLIENT agrees to cooperate fully with YWCTW and provide it with information necessary to perform the services required under this Agreement, and to put forth its best efforts to avoid any claims, suits, investigations, or proceedings (collectively or individually, a "Claim") against YWCTW. CLIENT shall indemnify, defend, and hold harmless YWCTW, its subsidiaries and affiliates, and their directors, officers, employees, agents, representatives, suppliers and vendors from and against any and all suits, actions, damages, costs, losses (including, without limitation, reasonable attorneys' fees), expenses, judgments, settlement costs, and other liabilities arising from:

- A. Assertions made regarding CLIENT or CLIENT's competitors, or any of their products or services, in any advertising which YWCTW may prepare for CLIENT and which CLIENT approves in writing before its publication or broadcast; or
- B. An advertising element which is furnished by CLIENT to YWCTW and which allegedly violates the personal or property rights (including copyrights, trademarks or service marks) of anyone, or otherwise injures anyone; or
- C. Any alleged injury that a third party may attribute to CLIENT's products or services; or
- D. Any negligent or willful errors or omissions on the part of CLIENT; or YOU WILL CHANGE THE WORLD, L.L.C.
- E. Any breach of this Agreement by CLIENT; or
- F. Laws Affecting Electronic Commerce: From time to time governments enact laws And levy taxes and tariffs affecting Internet electronic commerce. CLIENT agrees that CLIENT is solely responsible for complying with such laws, taxes, and tariffs, and will, indemnify, hold harmless, protect, and defend YWCTW and its subcontractors from any claim, suit, penalty, tax, or tariff arising from the client's exercise of Internet electronic commerce. These indemnification provisions shall survive the termination of this Agreement.

4.02. Indemnity against Patent Claims. The CLIENT shall indemnify and hold YWCTW harmless against any claim, suit or action, or any alleged violation or infringement of patent rights which may be made against YWCTW by reason of the use in connection with or as a part of the performance of the work or the furnishing of materials hereunder, of anything which is now or may hereafter be covered by patent, copyright or trademark, and against all expense, including attorneys' fees, which YWCTW may incur in defending or adjusting any such claim, suit or action.

SECTION 5. PROPRIETARY RIGHTS

5.01. Ownership

A. Ownership of Work Product. YWCTW agrees and acknowledges that all images, logos, trademarks, slogans, artwork, written materials, drawings, photograph, graphic material, film, or music, that is created specifically for CLIENT by YWCTW under this agreement and accepted by CLIENT as provided in 5.01(B) below (collectively the "Work Product") are the property of CLIENT. CLIENT agrees and acknowledges that all intellectual property such as original work, ideas, concepts, images, trademarks, photograph, graphic material, film, music, other materials names, processes and procedures, any and all other intellectual property or other materials that are subject to copyright, trademark, patent, or similar protection, used in connection with the services provided to CLIENT by YWCTW under this agreement (collectively the "Intellectual Product") are the exclusive property of YWCTW. To the extent any of the Work Product is licensed to YWCTW by a third party for YWCTW's exclusive use and enjoyment, YWCTW shall retain all rights, title, and interest in and to the licensed portion of the Work Product (e.g. fonts and stock photos) and to any modifications or improvements made thereto and may use such Work Product as part of its services to other parties. It is understood that YWCTW may, on occasion, license materials from third parties for inclusion in Work Product. In such circumstances, ownership of such licensed materials remains with the licensor at the conclusion of the term of the license described in 5.01B below and does not belong to CLIENT. YWCTW will keep CLIENT informed of any such limitations by third parties. YWCTW may use any stock photo accounts provided by CLIENT.

B. Acceptance of and Grant of License to Work Product. After review of YWCTW's work, CLIENT shall provide YWCTW with written acceptance of the work. CLIENT acknowledges that the fees charged by YWCTW for this work, as outlined in Exhibit A Statement of Work, were specifically calculated based on the usage contemplated by CLIENT. YWCTW grants CLIENT a



limited, non-exclusive right to use the Work Product but only for the uses associated with the projects described in any estimate or written project description agreed to by the parties, and only in the event the following conditions are met:

(1) such Work Product is accepted in writing by the CLIENT within twelve (12) months of being proposed by YWCTW;

(2) Client pays all fees and costs associated with creating and, where applicable, producing such Work Product. No license shall be granted for Work Product that does not meet the two foregoing conditions and CLIENT shall return such Work Product to YWCTW within 30 days. Select Work Product may be repurposed by CLIENT, only in the event the following conditions are met:

(1) CLIENT receives authorization from YWCTW prior to Work Product being repurposed, and

(2) upon completion of repurposed Work Product, YWCTW gives creative approval and Live files will not be provided to CLIENT under any circumstances unless YWCTW receives satisfactory information determined in YWCTW'S sole discretion that sufficient licenses and other necessary rights have been obtained by CLIENT in order that no third party intellectual property rights will be violated or impaired in any way.

5.02. Return of Materials. CLIENT shall promptly return any and all tangible YWCTW property that has come into CLIENT's possession. Upon termination of this Agreement for any reason, CLIENT shall, within ten (10) days of such termination and in accordance with any instruction provided by YWCTW, return to YWCTW any and all tangible YWCTW property that has come into CLIENT's possession, including all copies thereof and any notes, memoranda, and other documents of other media relating thereto. Unless transferred pursuant to Section 5.01, the product of all work performed under this Agreement, including, without limitation, reports, drawings, computer programs, data, devices or models, shall be the property of YWCTW or its nominees, and YWCTW or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights of such work products.

5.03. Confidentiality.

A. CLIENT's Confidential Property. Except in the course of rendering the services contemplated by this Agreement, YWCTW shall not disclose or cause to be disclosed to any third party (other than its employees, consultants and contractors rendering services or providing facilities or materials in connection with YWCTW services to CLIENT) any information of any type that is secret, concerns CLIENT's business and is not otherwise known outside of CLIENT or its affiliates, including, but not limited to, such information contained in marketing timetables, projections, information and operation methods, specifications, know-how, techniques, manuals and the like, both written and unwritten ("Confidential Property") which may be given or shown to YWCTW or to which YWCTW may be granted access by CLIENT or its affiliates. Confidential Property shall not include anything which (i) is approved for release pursuant to CLIENT's written authorization; (ii) is a matter of public information; (iii) is information previously known to YWCTW which was not obtained from CLIENT or in any improper manner; (iv) is information now in the public domain or which subsequently enters the public domain not as the result of YWCTW's action or inaction; or (v) is information subsequently made available to a third party under no duty to CLIENT to preserve its confidentiality. YWCTW agrees to take all reasonable measures to avoid any wrongful disclosures, and to exercise no less than the standard of care YWCTW uses to safeguard its own trade secrets and other of its own Confidential Property. YWCTW shall advise each of its employees, consultants and contractors working on any of CLIENT's matters as to this obligation and shall use reasonable efforts to have them agree to comply with the requirements set forth in this paragraph.

B. YWCTW's Confidential Property. YWCTW considers any information of any type that is secret, concerns YWCTW's business, and is not otherwise known outside of YWCTW or its subsidiaries or affiliates, including, but not limited to, rates negotiated by YWCTW with third parties and their representatives, and such information contained in marketing timetables, projections, information and operation methods, specifications, know-how, financial information, strategies, techniques, methodologies, manuals and the like, both written and unwritten, to be its Confidential Property. CLIENT agrees to hold such Confidential Property in confidence, to take all reasonable measure to avoid any wrongful disclosures, and to exercise no less than the standard of care CLIENT uses to safeguard its own trade secrets and other of its own Confidential Property. CLIENT shall advise each of its employees, consultants and contractors working on any matters relating to YWCTW as to this obligation and shall use reasonable efforts to have them agree to comply with the requirements set forth in this paragraph.

5.04. Specific Performance.

CLIENT acknowledges that the subject matter of YWCTW's services are of a special, unique and extraordinary character and that it would be difficult to impossible to value the damages rendered in the event of disclosure by CLIENT to third parties and CLIENT further acknowledges that a violation by CLIENT of any of the restrictive covenants contained in this Agreement could cause irreparable injury to YWCTW and that in such event money damages would not be readily calculable and that YWCTW



would not have an adequate remedy at law. By reason thereof, CLIENT agrees and consents that if it violates any of the provisions of this Agreement, in addition to any other rights and remedies available under this Agreement or otherwise, shall be entitled to an injunction to be issued by any tribunal of competent jurisdiction restraining CLIENT from committing or continuing any violation of this Agreement.

SECTION 6. TERMINATION

6.01. Expiration and Renewal of Agreement. Unless otherwise terminated as provided for herein, this Agreement shall continue in full force and effect for three (3) years from date of execution as defined in the annexed Exhibit A Scope of Work, i.e. Initial Term. Unless, terminated pursuant to Section 3 or Section 6 herein, this Agreement shall automatically renew for a new period of three (3) years, i.e. Renewal Term. This Agreement shall thereafter terminate unless renewed in writing by both parties.

6.02. Termination on Notice. This Agreement may be terminated upon 120 days' written notice by either YWCTW or CLIENT but in no event sooner than three years from the date of the initial term or six years from the date of the renewal term.

6.03. Termination on Occurrence of Stated Events. This Agreement shall automatically terminate on occurrence of any of the following events:

- a) Bankruptcy or insolvency of either party;
- b) Sale of the business by CLIENT;
- c) Assignment of this Agreement by CLIENT without the consent of YWCTW;
- d) Failure of CLIENT to make payment as required in the annexed EXHIBIT A Scope of Work

6.04 Termination for Default. In the event that CLIENT materially defaults with respect to any of the other provisions of the Agreement, YWCTW may, at its option, give written notice of such default to CLIENT and provide five (5) days to cure said default. If the default is not cured within that time period, YWCTW may terminate this Agreement and all rights granted to the CLIENT under the terms of this Agreement terminate. Such a remedy shall be in addition to and without prejudice to any right or remedy in law or equity or provided for elsewhere in this Agreement on account of any violation or breach.

SECTION 7. NOTICES

All notices, requests, demands and other communication given or required to be given under this Agreement shall be in writing via certified mail, duly addressed to the parties as follows:

To YWCTW, LLC: You Will Change The World
9205 W Russell Rd Suite 240, Las Vegas, NV 89148
Attn: Peter Anthony Wynn,
Managing Member

To CLIENT: CLIENT NAME _____
ADDRESS _____
Attn: _____
Title: _____ email _____

SECTION 8. WAIVER

8.01 General. The waiver of any breach of any provision under this Agreement by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach under this Agreement.

8.02 Conflict of Interest. Should there be more than one CLIENT to this agreement, each CLIENT jointly and severally agrees that should there be a conflict of interest between the CLIENTs to this agreement, YWCTW will withdraw from providing services to all CLIENTs to this agreement. Furthermore, any potential conflicts between CLIENTs to this agreement have been explained by YWCTW to CLIENTS satisfaction and said potential conflicts have been waived by said CLIENTs as an inducement to have YWCTW provide services to CLIENTs. Because the YWCTW's services are limited in scope as described in the annexed Exhibit A Schedule of Work, CLIENT has agreed that YWCTW may provide services, now and in the future, to other persons and entities engaged in business activities similar to your own. If YWCTW were not to represent other clients, CLIENT understands that YWCTW's fees for such an exclusive representation would be many times the amount contained herein. In light of the specialized nature and complexity of the services involved, CLIENT understand that potential conflicts of interest exists or may arise with respect to YWCTW's providing services to CLIENT, and CLIENT waives any such potential conflict of interest. You understand and agree that while YWCTW is fully committed to assist CLIENT to the best of their abilities in this Agreement, YWCTW may represent other clients that will be competing with you in this business area.



You recognize that YWCTW will be helping other clients regarding the scope of representation as outlined in the annexed Exhibit A Schedule of Work. YWCTW will not disclose or otherwise use any confidential information relating to CLIENT representation unless YWCTW receives CLIENT's informed consent in advance to reveal or use the confidential information. You agree to release YWCTW from and waive all claims, known or unknown, as of now or in the future, against YWCTW for any potential conflict of interest or claim of breach of duty or negligence arising from this Agreement with respect to YWCTW representation of other persons or entities engaged in business similar to your own. You recognize and accept the benefits of obtaining access to affordable services by YWCTW under this agreement. You also recognize and accept the risks of uncertain outcome, potential conflicts of interest arising from YWCTW's representation of other persons or entities engaged in business similar to your own. Based on your evaluation of the benefits and risks to you of entering this agreement, you specifically waive any potential conflicts of interest with respect to YWCTW's representation of other persons or entities engaged in business similar to your own. You are hereby advised to seek the advice of independent legal counsel with respect to this agreement and you agree that you have been given a reasonable opportunity to seek the advice of independent legal counsel.

SECTION 9. GENERAL PROVISIONS

9.01. No Assignment of Obligations. Neither Party may assign any of its respective obligations under this Agreement without the express written consent of the other Party.

9.02. Assignment of Owner's Rights. YWCTW may assign or sublicense all or any portion of YWCTW'S rights under this Agreement to any third party, without the permission of CLIENT.

9.03. Modifications. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by each Party to be bound.

9.04. Undefined Terms. Terms that are not specifically defined in this Agreement are used as set forth in the Nevada Uniform Commercial Code.

9.05. Joint Drafting and Neutral Construction. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties. This Agreement shall be construed and interpreted in a neutral manner.

9.06. Time of The Essence. The Parties understand that time is of the essence in carrying out their respective obligations under this Agreement.

9.07. Entire Agreement. This Agreement, including all Exhibits, Appendices, and Attachments, contains the entire agreement of the Parties relating to the rights granted and obligations assumed in this Agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the Party to be charged.

9.08. Venue and Applicable Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Nevada (without respect to principles of conflicts of law), and the Parties submit to the jurisdiction of and venue in the State of Nevada, County of Clark in any legal proceeding necessary to interpret or enforce this Agreement or any part of this Agreement.

9.09. Attorney Fees and Costs. In any action brought under this Agreement, the prevailing party shall be entitled to recover its actual costs and attorney fees and all other litigation costs, including expert witness fees, and all actual attorney fees and litigation costs incurred in connection with the enforcement of a judgment arising from such action or proceeding. The provisions of the preceding sentence shall be severable from the provisions of this Agreement and shall survive the entry of any such judgment.

9.10 Independent Contractor. Neither party shall, for any purpose, be deemed to be an agent of the other party and the relationship between the parties shall only be that of independent contractors. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

9.11 No Guarantee. YWCTW DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. YWCTW CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. YWCTW DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YWCTW DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY YWCTW SERVICES.



YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST YWCTW FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action. YWCTW reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

9.12 Successors. This Agreement shall be binding upon the parties hereto and their respective heirs, successors or representatives.

9.13 Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

9.14. Counterparts. This Agreement may be executed in counterpart Agreed and consented to:

Executed on: _____

YOU WILL CHANGE THE WORLD, L.L.C., a Nevada limited liability company

By: Peter Anthony Wynn Its: Managing Member

Signature _____

Dated: _____

CLIENT NAME

Signature _____ Print _____

email _____ Dated: _____

ROYALTIES for published courses:

Royalties shall commence immediately upon "Execution Date" which is defined herein as date CLIENT website as created by YWCTW receives payment from its first paying customer. All Royalties are paid after Credit Card Expenses.

100/0: Client receive 100% of their own TUITION when student ***signs up at any live event*** they are promoting or speaking at, or a stage they are doing a fee split with promoter. IN THIS CASE the client is SOLELY responsible for all collecting and processing of all funds. YWCTW incurs no responsibility for the distribution of returns, chargebacks or expenses incurred by client. Client will agree to provide YWCTW with signed digital copies of the client's receipts (for each student) and contract for all students the client signs into course. (This is for our records in the rare case the student tries to have YWCTW refund monies collected by Client/Instructor)

90/10: YOUR OWN Traffic & Building your own Student Body

- ✓ CLIENT to receive a 90% commission of NET (less Credit Card fees) online website sales DERIVED DIRECTLY FROM CLIENTS PROMOTIONS, these are tracked directly and only by client's Unique links and affiliate codes only provided by YWCTW.
- ✓ YWCTW to receive a 10% commission of GROSS online website sales for all users sent to site through the client's Unique links and affiliate codes only provided by YWCTW.



- ✓ Instructor Accounts are cleared within 72 hours Via PayPal, PayPal must be set up by instructor to receive payment, accounts are cleared only when OVER \$50 dollars Commissions are due. All commissions are visible on the instructor's dashboard.

50/50 INTERNAL/EXTERNAL Traffic from YWCTW

- ✓ Client TO RECEIVE 50% OF ALL INTERNAL AND NEW CLIENTS DRIVEN TO PURCHASE THROUGH INTERNAL TRAFFIC OF SITE AND YWCTW AFFILIATES AND PROMOTIONS.
- ✓ YWCTW to receive a 10% commission of GROSS online website sales for all users sent to site through the client's Unique links and affiliate codes only provided by YWCTW.

50/25/25 Affiliate Marketers

- ✓ CLIENT to receive a 25% commission of NET online website sales DERIVED DIRECTLY FROM Initial Affiliate PROMOTION. This commission is for the affiliate initial offering only. Ongoing Purchases through the affiliate student body will be commissioned at 35%.
- ✓ Affiliate will receive up to 50% Commission and build their student body for repeat internal purchases. This commission is for the affiliate initial offering only. Ongoing Purchases through the affiliate student body will be commissioned at 30%.
- ✓ YWCTW to receive a 25% commission of GROSS online website sales for all users sent to site through the AFFILIATES Unique links and affiliate codes only provided by YWCTW. This commission is for the affiliate initial offering only. Ongoing Purchases through the affiliate student body will be commissioned at 35%.
- ✓ Affiliate Accounts are cleared WEEKLY Via PayPal, PayPal must be set up by affiliate to receive payment, accounts are cleared only when OVER \$50 dollars Commissions are due. All commissions are visible on the instructor's dashboard.

Simple version:

All Purchases made through CLIENTS EVENTS are 100% to client and YWCTW will create the accounts (CLIENT COLLECTS MONIES)

All purchases made by Client driven traffic using provided links and codes are commissioned 90%, this includes WHEN the client choses to use the YWCTW texting system through MOBIL & YWCTW as a lead capture.

All purchases made by YWCTW driven traffic are commissioned 50%.

All affiliate approved links are commissioned 25% client 25% YWCTW 50% affiliate.

Client approves all discounting to their product above 50%. 50% or below discounting is done at the discretion of YWCTW.

Executed on: _____

YOU WILL CHANGE THE WORLD, L.L.C., a Nevada limited liability company

By: Peter Anthony Wynn Its: Managing Member

Dated: _____ Signature _____

CLIENT NAME

Print _____

signature

By: _____ Its: _____ Dated: _____



SCOPE OF WORK EXHIBIT A

HOW IT WORKS

So you are thinking about taking your Expertise, your book, your speaking platform and building an online course. You're ready to share your ideas with the world and help others benefit from your experience and wisdom. I love it! Let me introduce to "You Will Change the World", a culture that supports passionate, charismatic, inspirational speakers & mentors. We support your passion and creative genius with a rock solid foundation. Yes, you can build as much wealth as you desire by focusing on one thing - DELIVERING YOUR EXPERTISE.

IDENTIFY/DESIGN

We will help our Instructors Identify their true expertise and tie it into the current market trends. From there we walk them through an intense coaching and polishing process of their product and brand and place this into an incredible and complete SCRIPT which they can then use immediately to film their online course.

BUILD

We now take the script and if the Instructor engages YWCTW we will film it, polish it, tweak it and create an incredible series of professional online course videos with the highest level of production value available.

LAUNCH

You have a course! It's been filmed and now you're ready to launch it. So are we and YWCTW is right there sharing what we have learned that creates the best return on your investment quickly. You must do the work. You must make the investment but the return will be there.

MARKET

YWCTW markets seasoned courses worldwide. We have an extensive international group of Joint Venture partners who are hungry for amazing fresh content. We are with you each stage of the way so you can focus on creating more high quality content.

GROW

We invest in our winners! When your course grows and your student body starts to create royalties and residual income, it is then that you will experience an even deeper understanding of your relationship with the YWCTW culture. YWCTW will invest at their expense opportunities for you to build new exciting courses.



Script Development: Experts Require Expert Help!

We support authors, experts & thought leaders in creating the world's best online courses & mentoring products. Through the entire course development process, we polish your product and define your brand. All of our coaches are also online instructors within the platform and have trained extensively under Peter Anthony. We will determine together how your message will impact students. Your online course will create confidence in anyone who takes it. Our promise is that at the end of this process we have developed together the script of an entire course; including Course Title, Lesson Titles, Bullet Points, Descriptions and all Video Outlines that may be shared with your video team or the YWCTW video production experts.

Create & Design the Script & Outline for ONE PAID Course:

- Identify & define AVATAR using the YWCTW "Empathy Grid System".
- Articulate and organize the client's Hero's Journey.
- LESSON CREATION. CLIENT will create up to fifteen (15) customer lessons using our online training course techniques. Each lesson to be between eight (8) and sixteen (16) minutes in length. Creation is contingent on client's IP, book, or expertise.
- CREATIVE DEVELOPMENT. YWCTW to provide CLIENT six (6) group mastermind sessions @ 30 minutes each. PLUS, two additional ONE HOUR private coaching sessions to create Avatar & Hero's Journey.
- SITUATIONAL ANALYSIS. YWCTW team analysis, review and recommendations of CLIENT's customer lessons. YWCTW Team will help guide the instructor on what additional components can help make the course stronger.
- Craft the syntax of the course for best student absorption.
- Receive access to YWCTW Team Online Course Creation Program Immediately (\$2999.00 value)
- YWCTW Team will help determine the right collateral for inclusion into lessons.
- YWCTW Team will help outline testing philosophy with Instructor (test creation and work book creation will incur separate charges if needed).

Completion Date: 6 – 9 months after contract begins, based on student participation. Can be completed in as little as three weeks.

Cost: \$15,000 Per Course Script & Videographer Outline

☒ **Included in the gold speaker program** ☐ Purchase separately ☐ NOTE _____



FILMING & EDITING:

Nothing is as painful as time wasted, EXCEPT Time & Money wasted!

Your team must understand the outcome of the project. YWCTW ONLY creates online courses, period. With 100's of courses filmed our team is clear as to the direction and how best to represent our instructors. As an expert your message should be empowering. It is the subtleties that will truly make the difference.

Being off a couple of degrees on an angle, not getting the lighting quite right, not understanding the importance of the background can destroy a film project. Then there is the editing, knowing when to cut, when to pause, when to transition. Understanding this intellectually is completely different then practicing it. YWCTW has the highest standards of all online mentoring and educational platforms for a reason, BECAUSE IT IS IMPORTANT! Students see the subtleties; we keep the standards high on purpose. First impressions are everything.

- Half Day Per 15 lesson Course (4.5 hours of total shooting time) commencing 8:30 am and ending 1:00 p.m. or 2pm ending at 6:30pm at YWCTW headquarters or determined location. Outside locations may incur additional costs if requested.
- Filming off-site from YWCTW headquarters to be billed separate. Travel and accommodation fees will apply.
- Client is responsible for hair & makeup as well as wardrobe. Must NOT interfere with shooting times.
- If CLIENT does not complete course filming within allotted day of filming, additional filming to be purchased at \$7,000 U.S.D. per half day. Does not include additional editing fees when applicable.
- Video Editing/Post Production for each 15 lesson course.
- ALL Video lessons to be shot sequentially, two editing transitions for each lesson (NO MORE THEN TWO transitions per lesson, additional transitions will incur additional cost).
- IF additional pictures are required each photo delivered by YWCTW will incur standard licensing fees.
- Average length of each lesson 4-12 minutes, TOTAL of 15 lessons per Course.
- Video footage will be used for teasers and trailers.

Completion Date: 60 days (per course) after filming Scheduled and completed.

Cost: \$15,000 Per Course Filming

☒ **Included in the gold speaker program** ☐ Purchase separately ☐ NOTE _____



BUILD COURSE TRAILER & BONUS SOCIAL MEDIA VIDEO

Inspire people with an inspirational trailer!

We will create a short 45 - 60 second sizzle reel that will share your message and excite people to sign into your course. Each reel is custom and the more energy, resources and effort that is placed into the production of the reel can drastically change the pricing. Here is the amazing news - we have a proven formula that gets great results. Your trailer really adds to the professionalism you will need to market your online course and feel amazing about the production.

- Create amazing Video Trailer for front of course made using content from the CLIENTS completed lessons.
- Integrate 5 -7 strong visuals and use inspiring stock footage or photos in some cases.
- Client will have the choice to integrate some of their own footage of events or photos of events and presentations that they own the rights to instead of stock footage (must be HD footage).

BONUS: ALSO create Social Media Promotional Video!

- Create Social Media Promotional Video with Client voice over. Client must be prepared & practiced in order to deliver Social Media Promotional Video no more than 60 seconds. There will be NO editing of the sales letter outside of intro and closing credits.
- Add client's logos and transitions for Social Media Promotional Video.
- White Label Versions available when purchased.

Completion Date: within 45 days of shooting.

Cost: \$10,000** For Simple Sizzle/Trailer Reel & Bonus Social Media Promotional Video

☒ **Included in the platinum speaker program** ☐ Purchase separately ☐ NOTE _____

**** Cost is dependent on agreement with client to the outcome of the reel, standard pricing includes what is described, additional elements, footage, stock imagery etc. may change cost and estimates will be submitted prior to creation.**



Submission to VET

Host your course on YWCTW.com Platform

YWCTW team to review lesson by lesson for compliance:

- Video Review for language (no use of hate, cursing, or outrageous claims).
- Check for compatibility issues.
- Upload videos to YWCTW platform.
- Testing, Review Challenges & Workbooks.
- Submit instructors page. Collect from client all BIOS, Pictures of Instructor, book cover photos, links to all social media, Creation of Mini Bio.
- Post and test all PDF downloads supplied by client.
- NOTES and Fixes sent if needed directly to client.
- Submission DOES NOT guarantee uploading or creation of instructors courses and portals. All Compliances must be met and Peter Anthony and You Will Change the World LLC reserve the right to not POST or upload content which is deemed inappropriate or unsuitable for the platform.

YWCTW's reasonable approval, Terms and Conditions and Privacy Policy of CLIENT's PETER ANTHONY created website, to the extent inconsistent with YWCTW's Terms of Use and Privacy Policy as stated on www.youwillchangetheworld.com.

Cost: \$2,999 Completion Date: Within 14 days of complete submission of all needed collateral.

☒ **Included in the platinum speaker program** ☐ Purchase separately ☐ NOTE _____



CREATE SALES COPY AND LETTERS

Ultimate Marketing Letter Program

Do not waste time on things that are not your proficiencies! Marketing letters need to be written by professionals and we have the best copy-writer in the world on our team.

4 Custom Email campaigns ready to plug into InfusionSoft or CRM of Choice

- Intro Campaign (3 Emails - Create credibility/lay groundwork for relationship)
- Specific Offer Campaign (5 emails for instructor's course marketing)
- Specific Offer Campaign (4 emails for instructor's event marketing)
- Nurture Campaign (3 emails for keeping in touch with non-buyers)
- Maintain relationship/continue to build value/demonstrate interest in prospect
- Ultimate Order Page
- 30-Minute Marketing Consultation with TOP MARKETING COPY Instructor.

\$10,000 for non-instructors **\$2,997.00** for Instructors on platform. Completion: Via Mail or at the Mastermind Think Tank Event.

☒ **Included in the platinum speaker program** ☐ Purchase separately ☐ NOTE _____

TURN YOUR COURSE into A KINDLE E-BOOK

E-BOOK your way to MARKET DOMINANCE!

- Text e-book to be produced by You Will Change the World, LLC up to 100 pages.
- E-Book is a simple manuscript of the ONLINE COURSE ONLY. This is ONLY for online courses and for online course creators, e-books are not created or represented as anything more than the extension of your online course.
- Client must provide necessary information for Peter Anthony's team to create the e-Book.
- 1 review pass.
- Simple e-book cover.
- E-Book will be uploaded to Kindle platform on Amazon.
- Client will receive completed PDF Manuscript for development on other platforms.

Cost: \$6,000 45 Days after COMPLETED & UPLOADED Courses are approved by client first draft will be delivered. Client will have the opportunity to send in one round of edits.

☒ **Included in the platinum speaker program** ☐ Purchase separately ☐ NOTE _____



PRIVATE Peter Anthony MASTERMIND Coaching SESSIONS

Mastermind sessions are very rare with Peter Anthony and very exclusive. As an award winning entrepreneur, speaker, and CEO of YWCTW, Peter Anthony's time is in big demand. His love of the culture has allowed this to be available ONLY to instructors who reside exclusively on the YWCTW platform. It's time to inspire your genius and articulate your message.

***"Peter Anthony's unique vantage point for entrepreneurs is nothing short of inspiring."
-Forbes Riley HSN Host with over 2.5 Billion in product sales.***

- Starting with the ultimate 1-hour mastermind Session, get the vision right and all else follows. Peter Anthony will expand on your current business and help you completely track your personal accountability of your destiny.
- During these six 37-minute mastermind sessions, PETER ANTHONY is the Ultimate brainstorming mentor & Guru.
- CLIENT is accountable to stay on track. Guidance provided to achieve these goals.
- Peter Anthony is not a therapist or counselor. These sessions are not a substitute for therapy.
- CLIENT must arrive to all mastermind sessions on-time. Missed sessions can be rescheduled up to 6-months from the missed date. Cancellation Policy may apply.
- Each session/call will be 37-minutes. Additional meetings outside of scheduled meeting times will be prorated at a rate of \$1800.00 per half hour.
- This is for Champions and Entrepreneurs who are committed to getting the goals they want in their entire business model. Includes but is NOT limited to your online Course Goals.

Cost: \$15,000 Sessions may be scheduled the moment this agreement is signed.

☒ **Included in the platinum speaker program** ☐ Purchase separately ☐ NOTE



BUILD THE FREE COURSE

You Need Students, you want residual Income, AND you should NEVER WASTE A LEAD. We all know how hard it is to get people to come to the page, a great conversion is 2-5%. That means that 98% of the people come and BOUNCE, they leave without buying. Here is the amazing news - FREE converts More! When they become members and take your free course they might not want to buy your course but if they buy any course you will get paid. Free courses increase conversions! It ensures that YOU WILL MAKE money and secure your investment and time. The simplest way to get people to sign into your student body is to get them to see one of your high value short courses. This allows instructors to test the market and really learn how to build value with a ZERO barrier to entry.

- Using YWCTW's proprietary online training platform – YouWillChangeTheWorld.com, PETER ANTHONY will help CLIENT build a FREE Course with 3-5 lessons. Each lesson to be between four (4) and eight (8) minutes in length.
- During mastermind calls, PETER ANTHONY will assist with in CREATIVE DEVELOPMENT with CLIENT.
- PETER ANTHONY will analyze, review, and recommend feedback for customer's FREE lessons.
- This is what we affectionately call three yesses to a date... The "Short Course Creation" here you will be guided through creating a simple short course. "A Teaser/capture video and three lesson videos" will help build your student body and Drive real traffic to your paid courses. People want to get to know you and this is where they will start ... the perfect social media tool.
- Three (3) hours of video filming of CLIENT lessons commencing 9:00 a.m. and ending 12:00 p.m. at YWCTW headquarters.
- Filming off-site from YWCTW headquarters to be billed separate. Travel and accommodation fees will apply.
- If CLIENT does not complete course filming within allotted day of filming, additional filming to be incurred at \$7,000.00 U.S.D. per day.
- Video Editing/Post Production for original 1/2 day of filming by YWCTW team.

Completion: 60 - 90 days based on Creation schedule and shooting schedule.

Complete Cost: \$12,000 **Filming and Script Development

☒ **Included in the platinum speaker program** ☐ Purchase separately ☐ NOTE _____



Annual Personal Branding Mastermind

Nothing really happens long term if you are not surrounding yourself with extraordinary winners and like-minded people. The YWCTW culture recognizes that only 'Iron can sharpen iron'. So we hold 10 Annual mastermind events. Instructors have the right to attend at least one annually. These events offer VIP seating and exclusive offers for group dinners and lunches.

The Mastermind is designed to share marketing techniques, encourage internal Joint Ventures, develop NEW COURSES and determine long term best practices. It is as much personal development as it is course development and each event features different opportunities and speakers. Dates are easily found on the event page of YWCTW.

- CLIENT has access to all 10 MASTERMIND Think Tank events held 10x a year by Peter Anthony & YWCTW
- Each MASTERMIND is roughly 20 to 30 Hours of pure mastermind and REAL development. Mastermind is typically a 3-day event weekend held every 8 weeks in US with growing international locations, dates, and times.
- Simple and effective systems are shared with mastermind and development for CLIENT at forefront.
- MASTERMIND guests may bring a Personal Assistant or Social Media person who will be working on their IP to be trained (1x Value \$5997.00 per event).
- At the event, CLIENT will have access to YWCTW's research team. The team will instruct each participant in different components of online and offline marketing development.
- Live JV sessions are held at every MASTERMIND weekend.
- CLIENT must RSVP a week before the event to reserve a spot.
- One additional Ticket awarded for Instructor to bring guest or partner to each MASTERMIND attended (valued at \$5999.00 per event).

Cost: \$18,000 annually or **\$6,000** per event. Seating is limited, must register, lunches and dinners purchased separately. **VALUE \$180,000! (\$6k x 3 people x 10 events!)**

☒ **Included in the gold speaker program** ☐ Purchase separately ☐ NOTE _____



Platinum Speaker Program

Program includes:

- ✓ 2 Ultimate Course Development Packages **30,000**
- ✓ 2 Ultimate Course Filming Packages **30,000**
- ✓ Free Teaser Course Filming and Development **12,000**
- ✓ Trailer Reel and Social Media Promo Video Development **10,000**
- ✓ E-book Creation **6,000**
- ✓ Peter Anthony PRIVATE Mastermind Coaching Sessions **15,000**
- ✓ Ultimate Marketing Campaign Letter Creation **10,000**
- ✓ Vetting and access to online Course Creation **2,999**
- ✓ **Ad Blast*** 7500.00** (YWCTW will out source 7500 direct ad spend KICK START FB 60-day campaign, this is outsourced by YWCTW, If client is already in a proven program YWCTW will deduct the 7500 as long as it is documented by client. Removal of this Program ALSO would remove the "Build Sales Page & Sales Video")
- ✓ **Build Sales Page & Sales Video*** 15,000**
- ✓ Lifetime Annual Mastermind Live Event Access **180,000 per year for life! (\$540,000.00 *3-year value depicted)**

Complete Package Cost \$59,997.00

Total VALUE \$427,500.00

Receive following Bonuses

- ✓ Bonus 1 - Instant cash savings of \$10,000
- ✓ Bonus 2 - \$4,997 toward all Peter Anthony online Courses.
- ✓ Bonus 3 - Value \$42,000 (annually) \$6000 Bring a Qualified Colleague one time for a year to any regular three-day live event (if Colleague Signs in Commission will be earned)
- ✓ UPGRADE TO LIFETIME RESIDUAL Income (THIS IS NOT ADDED TO THE VALUE) \$52,000.00

Special Pricing:

Complete Package Cost \$49,997.00

- ☐ Yes, I want the Platinum Speaker Program
- ☐ No, I don't want the Platinum Speaker Program



Gold Speaker Program

Program includes:

- ✓ 1 Ultimate Course Development Packages **15,000**
- ✓ 1 Ultimate Course Filming Packages **15,000**
- ✓ 1 Build & Film the Free Course **12,000**
- ✓ Trailer Reel and Social Media Promo Video Development **10,000**
- ✓ Vetting and access to online Course Creation **2,999**
- ✓ Annual Mastermind Live Event Access (10 live events) **180,000 1yr**

Complete Package Cost \$39,997.00

Receive following Bonuses

- ✓ Bonus 1 - Instant cash savings of \$5,000
- ✓ Bonus 2 - Extend the Standard One Year Affiliate an additional 3 years at 30% Potential Value \$54,000 based on 300 new and reoccurring annual purchases.
- ✓ Bonus 3 - \$4,997 toward all Peter Anthony online Courses.
- ✓ Bonus 4 - Value \$42,000 (annually) \$6000 Bring a Qualified Colleague one time for a year to any regular four-day live event (if Colleague Signs in Commission will be earned)
- ✓ UPGRADE TO LIFETIME RESIDUAL Income (THIS IS NOT ADDED TO THE VALUE) for first 5 people to take action.

Total VALUE \$341,000.00

Special Pricing:

Complete Package Cost \$34,997.00

- ☐ Yes, I want the Gold Speaker Program
- ☐ No, I don't want the Gold Speaker Program



Silver Speaker Program

Program includes:

- ✓ 1 Develop, Build & Film the Free Course **12,000**
- ✓ Vetting and access to online Course Creation **2,999**
- ✓ Annual Mastermind Live Event Access (10 live events) **180,000 1year**
- ✓ **\$4,997** toward all Peter Anthony online Courses.

Complete Package Cost \$15,997.00

Receive following Bonuses

- ✓ Bonus 1- Instant cash savings of \$3,000
- ✓ Bonus 2 – Lifetime Residual Income Potential Value \$54,000 based on 300 new and reoccurring annual purchases. (Priceless)
- ✓ Bonus 3 - Value \$42,000 (annually) \$6000 Bring a Qualified Colleague one time for a year to any regular four-day live event (if Colleague Signs in Commission will be earned)

Total VALUE \$299,000.00

Special Pricing:

Complete Package Cost \$12,997.00

- ☐ Yes, I want the Silver Speaker Program
- ☐ No, I don't want the Silver Speaker Program