CLIENT SERVICES AGREEMENT

This **CLIENT SERVICES AGREEMENT** ("Agreement") is entered into and becomes effective on _____ ("Effective Date") between IBM Mastermind, LLC, an Ohio limited liability company, with principal offices located in Ohio (the "Company"), and the undersigned client ("Client"). Company and Client are sometimes herein referred to jointly as "Parties" and individually as a "Party".

RECITATIONS

WHEREAS, the Company has extensive expertise, education, skill, training, business connections, and experience in real estate investment, and property management (collectively, the "Services");

WHEREAS, the Company has created and owns the rights to certain intellectual property, including without limitation, trade secrets and proprietary systems, methods, techniques, classes, tutorials, instruction, courses and materials for real estate investment, construction, networking, business administration, property management and leasing practices (collectively, the "Proprietary Information");

WHEREAS, the Company offers the Services to individuals who have been approved to have access to, utilize and implement the Proprietary Information;

WHEREAS, the Company has agreed to provide such Services pursuant to the terms and conditions of this Agreement, Client has agreed to compensate Company for such Services, and the Parties have agreed to do so in strict accordance with the terms and conditions in this Agreement; and

WHEREAS, the providing of the Services is sometimes referred to herein as the "Program;" and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants set forth herein, the Parties agree as follows:

ARTICLE 1: DEFINITIONS AND CONSTRUCTIONS

1.1 Business. For purposes of this Agreement, "Business" means providing training, group coaching, providing access to a private community of peers, business affiliates and/or business professionals online or in person, that are provided under this Agreement and are not otherwise publicly available or known by Client prior to the date of this Agreement.

1.2 Commencement. Company shall commence Services on the Effective Date, and Client's obligations set forth in this Agreement shall commence on the Effective Date. The Effective Date is the date that both Company and Client have signed this Agreement.

1.3 Final Sales; Refunds. All sales are final. Client is expected to fully participate, follow the instructions, and adhere to the guidance provided in the online academy and as otherwise specified. Refunds, if any, shall be granted solely in the discretion of Company and only as provided in Section 3.2.

1.4 Disclosure. Client understands that he/she/they must have access to the Internet and an email address to receive assignments from the Company. Client also understands that his/her/their personal success from this Program will be a direct result of his/her/their own efforts. Client further acknowledges that individual results vary based on backgrounds, education, and experience. Client has based his/her/their decision to purchase on Client's own desire and not on any express or implied earnings claims.

1.5 Confidential Information. For purposes of this Agreement, "Confidential Information" means any non-public, confidential, proprietary, or competitively valuable information of or relating to Company, the Business, the Services, the Program, or the Proprietary Information, whether disclosed before or after the Effective Date, whether disclosed orally, visually, electronically, in writing, by access, or by observation, and whether or not marked or identified as confidential. Confidential Information includes, without limitation,

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Proprietary Information, trade secrets, copyrights, know-how, course materials, Program Materials, templates, recordings, videos, trainings, methodologies, systems, techniques, processes, pricing, marketing information, customer and prospective customer information, vendor information, financial information, software, data, documents, communications, unpublished lists, and all information Company receives from third parties that Company is obligated to keep confidential. All information that (i) becomes known to Client during the term the Services are rendered under this Agreement, (ii) Company reasonably considers confidential, proprietary, or competitively valuable, or (iii) Company takes measures to protect, shall be regarded and treated as Confidential Information. All Confidential Information belongs solely and exclusively to Company. The exclusions set forth in Section 4.1.3 apply to this definition.

1.6 Program Materials. For purposes of this Agreement, "Program Materials" means any and all materials, content, information, and resources made available by Company in connection with the Program or Services, whether provided orally, electronically, digitally, visually, in writing, by access, or by observation, including without limitation course modules, mastermind content, recordings, videos, Zoom calls, replays, templates, checklists, worksheets, playbooks, presentations, training materials, documents, tools, forms, spreadsheets, emails, messages, posts, community content, methodologies, systems, frameworks, processes, and all other materials or content provided by or on behalf of Company.

1.7 Purchase Date. For purposes of this Agreement, "Purchase Date" means the date on which Client completed the purchase of the CRE Mastery Course through the Invest Beyond Multifamily website. In the case of a negotiated payment plan, "Purchase Date" shall mean the date on which Client made the first payment under such payment plan.

ARTICLE 2: SCOPE OF SERVICES

2.1 Deliverables. As a part of this Agreement, Client will have access to the following information, products, and services during the twelve (12) months following the Purchase Date (unless renewed per §3.3):

- Limited time access to CRE Mastery Course modules, The CRE Mastermind recordings, and associated tools. (Specifically, first twelve months after Purchase Date are included; thereafter, subject to a fee)
- Limited time access to weekly Zoom calls (specifically, first twelve months after Purchase Date are included; thereafter, subject to a fee)
- Limited time access to a private Facebook group community (first twelve months after Purchase Date are included; thereafter, subject to a fee).

2.2 Relationship. This Agreement does not create an employment, partnership, or joint venture relationship between Client and Company. Client shall not be considered an employee of Company for any purpose whatsoever. Client shall not represent himself/herself/themselves as an agent or legal representative of Company or as a joint venturer for any purpose whatsoever, and Client shall not have any right to create or enter into or assume any obligations of any kind, express or implied, for or on behalf of Company in any respect whatsoever.

2.3 Limited License. During the Program term, Company grants Client a **non-exclusive, non-transferable, non-sublicensable, revocable** license to access and use Program Materials for Client's **personal, non-commercial** use only. No other rights are granted by implication or otherwise. Upon termination or expiration of access, Client shall cease use and permanently delete all copies of Program Materials in Client's possession or control, except as required by law.

2.4 Recording Consent. Client consents to **audio/video recording** of Program sessions and understands recordings may be made available to other clients.

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2.5 Publicity License. With Client's separate written consent, Client grants Company a **non-exclusive, royalty-free license** to use Client's **name, likeness, and testimonial** for Program marketing, subject to Client's right to revoke prospectively on 30 days' written notice.

2.6 Program Changes; No Guaranteed Schedule or Format. Client acknowledges and agrees that Company may modify, replace, suspend, discontinue, reschedule, or change the format, platform, schedule, frequency, speakers, topics, recordings, materials, communities, tools, or other components of the Program at any time in Company's sole discretion. Company does not guarantee that any particular call, event, recording, speaker, topic, platform, community, tool, or item of content will be available at any particular time or for any particular duration. Any such modification, replacement, suspension, discontinuance, rescheduling, or change shall not entitle Client to any refund, credit, offset, damages, or extension of access.

ARTICLE 3: PAYMENT

3.1 Payments. Client agrees to pay Company for the Services pursuant to the pricing and payment terms selected and accepted by Client at the time Client purchased the CRE Mastery Course through the Invest Beyond Multifamily website.

3.2 Chargeback/Refund. Refunds, if any, shall be granted solely in the discretion of Company. If Company grants a refund, the refunded amount shall equal the amount paid minus any credit card, payment processing, administrative, or similar transaction costs actually incurred by Company. Client agrees not to initiate a payment card chargeback absent fraud, identity theft, or processing error. If a chargeback occurs, Client shall have materially breached this Agreement and shall forfeit all remaining services, whether performed or unperformed, and Company shall have no further obligations to Client. Company shall be entitled to recover from Client the full amount of the chargeback, all damages, reasonable attorneys' fees, collection costs, and interest at 1.5% per month (or the maximum lawful rate, if lower).

3.3 Annual Renewal. Upon expiration of the initial twelve (12) month term after purchase date, Client's access to the Deliverables described in Section 2.1 shall automatically terminate unless Client elects to renew. Renewal shall be on an annual basis at a fee of $2,500, or such other amount as Company may establish upon prior written notice. Continued access is conditioned upon timely payment of the applicable renewal fee. All renewals are non-refundable and subject to the terms of this Agreement.

3.4 Payment Plan Default. If Client is permitted to pay any amount owed under this Agreement through a payment plan or installment arrangement, Client's failure to timely make any required payment, or any returned, rejected, reversed, stopped, failed, disputed, or dishonored payment, shall constitute a material breach of this Agreement. Upon such breach, Company may, in its sole discretion and without limiting any other rights or remedies, suspend or terminate Client's access to the Program, Services, Program Materials, private communities, calls, recordings, and all other deliverables. Company may also declare all unpaid amounts immediately due and payable, and Client shall remain responsible for all amounts owed, together with any collection costs, reasonable attorneys' fees, payment processing fees, returned payment fees, and interest at 1.5% per month, or the maximum lawful rate if lower.

ARTICLE 4: CONFIDENTIALITY AND NON-DISCLOSURE

4.1 Confidentiality and Ownership of Confidential Information. Company will provide Client with access to the Confidential Information that is used in the provision of the Services. Client acknowledges that Company will provide Client with access to Company's Confidential Information only during the term the Services are rendered under the Agreement. Client understands, acknowledges, and agrees that Company has, and always will have, sole and exclusive ownership of the Confidential Information.

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4.1.1 Non-Disclosure. During the term the Services are rendered under this Agreement, and at all times thereafter into perpetuity, Client shall maintain the strictest confidence. Client shall never disclose, copy, share, disseminate, transfer, convey, sell, or discuss, directly or indirectly, to any person or entity Company's Confidential Information, which includes Company's Proprietary Information, including without limitation copyright information, trade secrets, and intellectual property, except only in the instance when the express prior written consent of a duly authorized officer or director of Company has been obtained, which is in the sole discretion of Company. Client will not make copies, videotape, record, photograph, or use any other form of transcription method to copy in any way, in whole or in part, any Confidential Information, which includes any of the Company's Proprietary Information. Further, Client shall use Client's best efforts and shall take all precautions to prevent the disclosure of Company's Confidential Information, which includes any of the Company's Proprietary Information. A breach of this provision includes, but is not limited to, any disclosure, sharing, dissemination, transfer, conveyance, selling, or discussion of any singular piece of Confidential Information, which includes Proprietary Information, which includes trade secrets, copyrights, and resources that make up the CRE Mastery Course and the CRE Mastermind. Any unauthorized sharing, copying, or disclosure of Proprietary Information shall result in immediate legal action, with liquidated damages set at $100,000 per violation, plus all legal fees and court costs incurred. The Parties acknowledge that actual damages would be impracticable to quantify at the time of contracting, and this liquidated amount is a reasonable estimate and not a penalty. If a court deems the stated amount unenforceable, it shall be reduced to the maximum amount enforceable and enforced as so modified. This remedy is in addition to injunctive relief.

4.1.2 Ownership of Information. All Confidential Information shall remain the sole and exclusive property and proprietary information of Company and is disclosed in confidence by Company to Client. Company's disclosure is made in reliance on the Client's agreement to maintain such Confidential Information in confidence and to not use or disclose such Confidential Information to any person or third party. Client understands and agrees that Client has no ownership, property rights, license, or any other rights of any kind or nature in the Confidential Information, which includes, without limitation, the Proprietary Information. Client may not assign this Agreement; this Agreement is personal to Client.

4.1.3 Exclusions. "Confidential Information" does not include information that: (a) is or becomes publicly available without breach; (b) was lawfully known to Client without confidentiality obligations before disclosure; or (c) is independently developed by Client without use of the Company's Confidential Information. If Client is legally compelled to disclose Confidential Information, Client shall give **prompt written notice** (to the extent legally permitted) and disclose only what is legally required.

4.2 Non-Solicitation. Client will not in any way, directly or indirectly, promote or sell services and/or products to other clients of the Company utilizing the Service -- "Access to Private Facebook Group" -- without having prior written approval from the Company to do so, which approval may be withheld in Company's discretion. The Company will allow clients, including Client, to post information regarding deals, leads on deals, and recommendations for other services, it being understood that the Company reserves the right to remove a client's posts from the Private members-only Facebook Group when the Company determines that a post violates this clause. Clients who make posts that are in violation of this clause may be removed from the Private members-only Facebook Group at the discretion of the Company.

4.3 Prohibited Use of Materials for Competing Courses. Client acknowledges that all materials provided under this Agreement, including but not limited to course content, videos, written materials, templates, and proprietary methodologies, are the exclusive property of the Company. Client expressly agrees not to use, reproduce, modify, distribute, or repurpose any portion of these materials for the creation, promotion, or delivery of any competing training programs, courses, coaching, publications, books, or consulting services, whether for profit or not, without the express prior written consent of the Company. Any violation of this clause shall result in immediate legal action, including but not limited to injunctive relief, termination of Client's access to all services, and liquidated damages of $100,000 per violation, plus attorneys' fees and court costs. The Parties acknowledge that actual damages would be impracticable to quantify at the time of contracting, and this liquidated amount is a reasonable estimate and not a penalty. If a court deems the stated

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amount unenforceable, it shall be reduced to the maximum amount enforceable and enforced as so modified. This remedy is in addition to injunctive relief.

4.4 Restricted Competitive Use; Non-Circumvention. During Client's participation in the Program and for a period of twenty-four (24) months following the termination or expiration of Client's access to the Program, Client shall not, directly or indirectly, without the prior written consent of Company: (a) use, exploit, rely upon, or incorporate any Confidential Information, Proprietary Information, Program Materials, methodologies, systems, templates, recordings, course content, or training content obtained through the Program to create, develop, market, sell, provide, or assist in providing any training, coaching, consulting, educational program, course, mastermind, membership, publication, or service that competes with the Company's training, coaching, or educational offerings relating to commercial real estate investing; (b) solicit, market, promote, or sell any competing training, coaching, consulting, educational, or related services to any current client, former client, member, attendee, lead, contact, or participant of the Company or the Program whom Client met, learned of, or interacted with through the Program, the Business, or any related private community; or (c) represent, imply, or suggest any affiliation with, endorsement by, or continuation of Company or the Program in connection with any competing offering. For the avoidance of doubt, nothing in this Section prohibits Client from independently investing in commercial real estate, operating Client's own real estate business, or providing non-educational real estate services, so long as Client does not violate this Agreement or use Company's Confidential Information, Proprietary Information, or Program Materials in doing so. Client agrees that any breach of this Section will cause Company immediate and irreparable harm for which monetary damages alone would be inadequate, and Company shall therefore be entitled to injunctive relief, specific performance, liquidated damages of $250,000 per violation, and recovery of reasonable attorneys' fees and costs, in addition to any other remedies available at law or in equity. The Parties acknowledge that actual damages would be impracticable to quantify at the time of contracting, that this liquidated amount is a reasonable estimate and not a penalty, and that if a court deems any portion of this Section unenforceable, it shall be modified and enforced to the maximum extent permitted by law.

ARTICLE 5: REMEDIES; INDEMNITY; ACKNOWLEDGEMENT; NO WARRANTY

5.1 Remedies. In the event of any breach of this Agreement, including without limitation, a violation of Article 4, Company shall be entitled to pursue any and all remedies available at law and in equity, including damages and attorney's fees.

5.2 DISCLAIMER; LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROGRAM, SERVICES, BUSINESS, CONFIDENTIAL INFORMATION, PROPRIETARY INFORMATION, COURSE MATERIALS, PROGRAM MATERIALS, TEMPLATES, RECORDINGS, CALLS, COMMUNITIES, WEBSITES, AND ALL RELATED CONTENT AND ACCESS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND OR NATURE, EXPRESS OR IMPLIED. COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, OR RESULTS. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR ENHANCED DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, BUSINESS INTERRUPTION, LOSS OF DATA, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROGRAM, THE SERVICES, THE BUSINESS, ANY THIRD-PARTY PLATFORM, ANY GUEST SPEAKER, OR CLIENT'S PARTICIPATION IN, IMPLEMENTATION OF, OR RELIANCE UPON THE SAME, REGARDLESS OF THE LEGAL THEORY ASSERTED AND EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT ACKNOWLEDGES AND AGREES THAT NO OFFICER, DIRECTOR, EMPLOYEE, STAFF MEMBER, MEMBER, MANAGER, AGENT, INDIVIDUAL, CONTRACTOR, OR AFFILIATE OF COMPANY SHALL HAVE ANY PERSONAL LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT. CLIENT FURTHER AGREES TO INDEMNIFY, DEFEND, AND HOLD

HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, STAFF, MEMBERS, MANAGERS, AGENTS, INDIVIDUALS, CONTRACTORS, AND AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO CLIENT'S PARTICIPATION IN THE PROGRAM, CLIENT'S IMPLEMENTATION OR USE OF ANY PROGRAM CONTENT, CLIENT'S BUSINESS ACTIVITIES, CLIENT'S RELIANCE ON ANY INFORMATION PROVIDED THROUGH THE PROGRAM, OR CLIENT'S BREACH OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT LIMITS LIABILITY TO THE EXTENT PROHIBITED BY APPLICABLE OHIO LAW, INCLUDING LIABILITY FOR FRAUD OR WILLFUL OR WANTON MISCONDUCT.

5.3 Acknowledgement of Client Responsibility. Although Company has full confidence in the efficacy of the Services contemplated in this Agreement, Company makes no guarantee, representation, or warranty as to any specific result for Client based upon the Services Company is providing. Client acknowledges that any testimonials of profits from current or former clients are not to be interpreted as typical results or guaranteed results. By signing below, Client understands, agrees, and acknowledges that it is solely Client's responsibility to properly evaluate, utilize, and implement the Services provided under this Agreement and to determine whether the same are appropriate for Client's circumstances. To the maximum extent permitted by law, Client assumes all risks arising from Client's participation in the Program and Client's implementation or use of the Services, and Client releases, waives, and discharges Company from claims arising out of or relating thereto, except to the extent such release or waiver is prohibited by applicable law.

5.4 No Warranty. Company makes no representation or warranty of any kind and nature with respect to the Services and Program.

5.5 Investor Indemnification & General Liability Waiver. Client **fully acknowledges and agrees** that **all real estate investments involve inherent risk** and that the Company **makes no representations, warranties, or guarantees** regarding Client's ability to secure deals, generate profits, or avoid losses. Client is responsible for their own due diligence.

Client **assumes full responsibility** for their own financial decisions and **agrees not to hold Company, its officers, directors, employees, staff, members, managers, agents, contractors, and affiliates liable for any outcomes** resulting from participation in the Program. This includes, but is not limited to:

- Investment losses due to market conditions, economic factors, or unforeseen circumstances.
- Any financial, business, or tax-related decisions made based on Program content.
- Any legal claims brought by third parties, including but not limited to investors, lenders, tenants, or government agencies.
- Any claim of **misrepresentation, negligence, or failure to provide adequate training or guidance**.

Client agrees to **fully indemnify, defend, and hold harmless** the Company, its officers, directors, employees, staff, members, managers, agents, contractors, and affiliates from **any and all claims, demands, liabilities, damages, losses, costs, or expenses (including attorneys' fees) arising from or related to Client's participation in the Program.**

To the maximum extent permitted by law, Client waives, releases, and discharges any and all claims, causes of action, demands, and liabilities against Company arising out of or relating to Client's participation in the Program, except to the extent such waiver or release is prohibited by applicable law. **Nothing in this Agreement limits liability to the extent prohibited by applicable Ohio law, including liability for fraud or willful or wanton misconduct.**

5.6 Guest Speaker Disclaimer. From time to time, the Company may invite guest speakers, presenters, or third-party professionals to participate in the Program, including but not limited to live sessions, recorded content, or special events. Client acknowledges and agrees that all opinions, advice, statements, or

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recommendations expressed by any guest speaker are solely those of the individual speaker and not of the Company. The Company does not endorse, warrant, or guarantee the accuracy, reliability, or applicability of any guest speaker's information. Client assumes full responsibility for any reliance placed on such information and agrees that the Company shall have no liability for any actions taken, decisions made, or outcomes experienced as a result of guest speaker participation.

5.7 Liability Cap. To the maximum extent permitted by law, and to the extent any claim is not otherwise waived, released, barred, or limited by this Agreement, Company's aggregate liability to Client for all claims arising out of or related to this Agreement, the Program, the Services, the Business, or any related materials or access shall not exceed the total amounts actually paid by Client to Company in the twelve (12) months preceding the event giving rise to the claim. This limitation applies to all claims and causes of action, whether in contract, tort, equity, statute, or otherwise. This limitation does not apply to Client's obligations under this Agreement, including without limitation Client's payment obligations, Client's breach of Article 4, or Client's infringement or misuse of Company's intellectual property, Confidential Information, or Proprietary Information.

5.8 Prior Participation; Retroactive Release and Ratification. Notwithstanding Section 1.2, Client acknowledges that, before the Effective Date, Client may have enrolled in, purchased, paid for, accessed, attended, used, viewed, downloaded, received, or participated in the Program, the Services, Program Materials, course modules, mastermind content, calls, events, recordings, replays, private communities, communications, tools, templates, or other offerings of Company, whether through the CRE Mastery Course, the CRE Mastermind, a payment plan, direct payment, website purchase, check, Venmo, or any other payment or enrollment method accepted by Company (collectively, "Prior Participation"). In consideration of Company entering into this Agreement, permitting Client to continue, resume, maintain, or receive access to the Program or Program Materials, and/or providing any other continued access, rights, benefits, or good and valuable consideration to Client, Client agrees that this Agreement, including without limitation Articles 4 and 5 and Sections 6.6, 6.10, 6.11, 6.23, 6.24, and 6.25, applies to Client's Prior Participation to the maximum extent permitted by law. Client ratifies and confirms Client's prior enrollment, purchase, payment, access, use, and participation, acknowledges that Company made no guarantees of results, earnings, profits, investment performance, deal opportunities, or any other outcome, and confirms that Client has been solely responsible for Client's own decisions, due diligence, investments, business activities, and reliance on any information received. To the maximum extent permitted by law, Client releases, waives, and discharges Company and its officers, directors, employees, staff, members, managers, agents, contractors, individuals, and affiliates from any and all claims, causes of action, demands, damages, losses, liabilities, costs, or expenses, whether known or unknown, suspected or unsuspected, arising out of or relating to Client's Prior Participation, except to the extent such release or waiver is prohibited by applicable Ohio law, including liability for fraud or willful or wanton misconduct. This Section is intended to apply retroactively to the period before the Effective Date as well as prospectively after the Effective Date.

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements, understandings, negotiations, and representations, whether written or oral, relating to such subject matter. This Agreement may be amended, modified, or supplemented only by a written instrument executed by both Parties.

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

6.3 No Tax Advice. The Company does not offer any legal, tax, or financial advice. Client acknowledges that Client is responsible for his/her/their own actions and hereby releases and holds harmless the Company, and its officers, directors, employees, staff, members, managers, agents, and individuals from any and all liability for any of Client's actions, inactions, or comments. Client accepts the obligation to make full payment for the advanced training. Client will consult with a tax professional about any potential write-offs or deductions

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related to Client's purchase of this Program. Additionally, Client acknowledges that any tax strategies presented in the Program are for informational purposes only and agrees to consult with a tax professional before implementing any such strategies.

6.4 Acknowledgement. Client understands, acknowledges, and agrees that success is dependent on several factors, including but not limited to Client's attitude, persistence, and full participation in all phases and aspects of the Program. Company's CRE Mastery Course and CRE Mastermind are dedicated to helping Clients become successful in the Program as the success of the Program itself depends on the completion and implementation by Clients of the strategies taught in the Program. By signing the signature page of this Agreement, Client affirms an intent and commitment to learn and implement these strategies. The success of Client remains and lies with Client.

6.5 Electronic Recordkeeping. Client acknowledges and agrees that this Agreement may be stored in an electronic record-keeping system in the regular course of business and that a printed copy of the imaged document may be used and introduced in any arbitration, litigation, or other proceeding, and shall have the same force and effect as the original, which may be destroyed.

6.6 Representations. Client acknowledges that the Company has made no representations, warranties, or guarantees of any kind or nature, express or implied. Client affirms that they have not relied on any statement, promise, or inducement of the Company in deciding to purchase and participate in the Program, but rather have made their own independent determination. The Company specifically disclaims any such representations, warranties, or guarantees. Client further recognizes and acknowledges that individual performance and results depend upon each client's personal skills, time availability, and dedication. Client understands that the Company is a training institute only, and is not offering a business opportunity, franchise, joint venture, partnership, or other similar arrangement, nor is the Company determining the suitability of the Program for the Client.

6.7 Arbitration; Jury and Class Action Waiver. The Parties knowingly and voluntarily waive trial by court or jury. All disputes arising out of or relating to this Agreement or the relationship between the Parties shall be resolved exclusively by binding arbitration administered by the American Arbitration Association in Cincinnati, Ohio, under its applicable rules. Any claim must be filed within one (1) year after it accrues, or it is forever barred, to the maximum extent permitted by law. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Fees shall be allocated in accordance with the applicable AAA rules, and the arbitrator may award fees and costs as permitted by law. The Parties waive any right to bring or participate in a class, collective, or representative action against the other Party. Notwithstanding the foregoing, either Party may seek temporary, preliminary, or injunctive relief in a court of competent jurisdiction in Hamilton County, Ohio, to protect Confidential Information or intellectual property pending arbitration.

6.8 Severability. If any provision of this Agreement shall be held unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of this Agreement shall otherwise remain in full force and effect.

6.9 Limitations of Use. This Program is designed for personal use only. Client agrees that only the Client will use the Program. Client shall not resell or otherwise distribute the original or any copy of the Program Materials in any manner or any part thereof, in any manner, and shall not allow others to do so. Any violation of this policy may lead to prosecution under state or federal law, or both.

6.10 Disclosure. The Company provides private training. Individual performance depends upon the individual skills, time availability, and dedication of each Client in the training Program. Testimonials shared are not typical. Any results shared are not a guarantee of performance but are merely examples of individuals who have implemented the Company's strategies and training. Because each client's background, education, and experience are different, each client's results will vary. Unique experiences and past performances do not guarantee future results. The Company and its officers, directors, employees, staff, members, managers, agents, individuals, contractors and affiliates do not give financial advice and are not licensed by or registered with any federal or state agency, AND THUS, THEY ARE NOT RESPONSIBLE FOR CLIENT'S SUCCESS

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OR ACTIONS. Client acknowledges and agrees that real estate investing is a dynamic and constantly evolving industry. Certain Program Materials, including but not limited to archived course modules, recordings, and past Mastermind sessions, may contain information, strategies, or references that were accurate at the time of recording but may no longer reflect current laws, regulations, market conditions, or best practices. The Company makes no representation or warranty that older Program Materials remain accurate, complete, or applicable, and Client agrees to consult with current professionals, advisors, and resources before relying on such information.

6.11 Good Behavior; Client's Risk. Client agrees to participate in the Program, the Business, and all related communities in a respectful and professional manner, and not to engage in conduct that is fraudulent, unlawful, harassing, abusive, defamatory, disruptive, or otherwise harmful to the Company, the Business, Confidential Information, its clients, or its reputation. Client acknowledges that participation in the Program, the Business, and any private communities is at Client's own risk. If Client chooses to partner, collaborate, or engage in business with other clients of the Program or the Business, Client does so at their own risk, and Company shall have no responsibility or liability for such relationships or outcomes. Company may revoke, suspend, or restrict Client's access to the Program, the Business, Confidential Information, and related communities at any time if Client violates this Agreement or engages in conduct deemed inappropriate by Company.

6.12 Participation in Company Events. The Company may plan and host special events from time to time. Client understands, agrees and acknowledges that his/her/their participation in such special events is at the sole risk of Client. Any personal injury or loss arising directly or indirectly from such special event shall be borne solely by Client, and Client covenants that he/she/it shall not look to Company, its officers, directors, employees, staff, members, managers, agents, individuals, contractors and affiliates but rather shall indemnify, defend and hold harmless Company, its officers, directors, employees, staff, members, managers, agents, individuals, contractors and affiliates with respect to the same. Client fully waives any and all claims and releases Company, its officers, directors, employees, staff, members, managers, agents, individuals, contractors and affiliates from the same.

6.13 Branding Clarification. Client understands and agrees that the Program is marketed and promoted through the Invest Beyond Multifamily website and purchase webpage under the names "Invest Beyond Multifamily CRE Mastery Course" and "Invest Beyond Multifamily CRE Mastermind." Notwithstanding such branding, the Program is solely owned, operated, and provided by IBM Mastermind, LLC, an Ohio limited liability company. Invest Beyond Multifamily LLC is not a party to this Agreement and bears no responsibility, liability, or obligation under this Agreement. All payments, obligations, disclaimers, and liabilities arising out of or related to the Program are exclusively the responsibility of IBM Mastermind, LLC.

6.14 Headings and Interpretation. The headings, titles, and captions in this Agreement are for convenience and reference only and shall not be deemed to limit, construe, or otherwise affect the scope, meaning, or interpretation of any provision of this Agreement. This Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party, regardless of which Party drafted it.

6.15 Notices. All notices, demands, consents, approvals, and other communications under this Agreement must be in writing. Notices shall be deemed given: (a) when sent by email, provided the sender retains confirmation of transmission and no delivery-failure notice is received; (b) one (1) business day after deposit with a nationally recognized overnight courier, charges prepaid; or (c) when actually delivered by hand. Notices shall be sent to the email address and physical address set forth below for the applicable Party, or to such other email address or physical address as a Party may later designate by written notice in accordance with this Section.

Company Notice Address: 1824 W Loveland Ave, Loveland, OH 45140

Company Notice Email Address: Ash@Investbeyondmultifamily.com

6.16 Electronic Signatures. The Parties consent to transact and sign this Agreement electronically; electronic signatures constitute originals.

6.17 Counterparts. This Agreement may be executed in counterparts, each of which is an original, and together they form one instrument.

IBM Mastermind LLC Initials: _____ Client Initials: _____

6.18 Force Majeure. Neither Party is liable for delay or failure due to events beyond its reasonable control (including acts of God, labor disputes, internet/hosting failures, governmental actions); payment obligations are excluded.

6.19 Survival. The following provisions survive termination, expiration, or cancellation of this Agreement for any reason: §§1.5, 3 (as to amounts due), 4, 5, 6.1–6.2, 6.6–6.7, 6.9–6.10, 6.13–6.14, 6.18–6.26, together with any other provisions which by their nature are intended to survive.

6.20 Assignment. Client may not assign this Agreement without Company's prior written consent. Company may assign to an affiliate or in connection with a merger, reorganization, or sale of substantially all assets or equity. Any non-permitted assignment is void.

6.21 Effect of Termination. Upon any cancellation, termination, or expiration of this Agreement for any reason, including termination under §6.22, (a) Company's obligations to provide the Services, the Program, the Business, Confidential Information, Proprietary Information, and any access to Program Materials cease immediately; (b) all amounts accrued and unpaid by Client remain immediately due and payable; (c) Client shall cease all use of, and permanently delete, Program Materials in Client's possession or control as provided in §2.3; and (d) the provisions identified in §6.19 (Survival) shall continue in full force and effect.

6.22 Termination for Cause or Convenience. In addition to its rights under §6.11, Company reserves the right, in its sole discretion, to suspend or permanently revoke Client's access to the Program, the Business, Services, Confidential Information, Proprietary Information, and/or private community groups at any time, with or without cause, including but not limited to circumstances involving fraud, illegal activity, harassment, disruptive behavior, breach of this Agreement, or conduct deemed harmful to the Company, the Business, Confidential Information, or its clients. In such event, Client shall not be entitled to any refund or credit of fees paid, and all payment obligations of Client shall remain in full force and effect.

6.23 No Fiduciary Duty / No Advisory Relationship. Company is an educational provider only and does not act as Client's fiduciary, broker, investment adviser, attorney, accountant, agent, partner, or representative.

6.24 As-Is / As-Available / Third-Party Platform. Program access, content, communities, recordings, and communications are provided on an "as is" and "as available" basis, and Company is not liable for outages, interruptions, platform removals, hosting failures, social-media actions, account suspensions, or third-party acts or omissions.

6.25 No-Reliance. Client acknowledges that Client has not relied upon any oral or written statement outside this Agreement, including statements made in webinars, social media, direct messages, marketing materials, sales calls, website content, testimonials, or other promotional materials.

6.26 Member Deals; Securities Compliance; No Company Endorsement. From time to time, clients, members, guests, or other participants may discuss, post, share, introduce, or refer to real estate deals, investment opportunities, service providers, vendors, lenders, brokers, operators, sponsors, contractors, or other business opportunities in connection with the Program, including through calls, events, recordings, private communities, messages, or other communications. Client acknowledges and agrees that Company does not sponsor, endorse, recommend, approve, investigate, verify, underwrite, perform due diligence on, or make any representation or warranty regarding any such deal, opportunity, person, entity, service provider, vendor, or investment. Client is solely responsible for Client's own due diligence, legal review, tax review, financial review, underwriting, investment decisions, business decisions, and compliance with all applicable laws, rules, and regulations, including, without limitation, securities laws, broker-dealer laws, investment adviser laws, advertising laws, and anti-fraud laws. Client shall not use the Program, private communities, calls, events, or any Company platform to offer, sell, solicit, promote, or raise capital for any investment, security, fund, syndication, joint venture, or other opportunity unless Client is solely responsible for and has complied with all applicable laws and obtained all necessary legal advice, registrations, exemptions, and disclosures. Company may remove any post, communication, deal, solicitation, or content at any time in Company's sole discretion. Client agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, staff, members, managers, agents, contractors, individuals, and affiliates from and against any and all claims, losses, damages, liabilities, costs, and expenses, including attorneys' fees, arising out of or relating to Client's posting,

IBM Mastermind LLC Initials: _____ Client Initials: _____

sharing, promotion, solicitation, participation in, or reliance upon any deal, investment, opportunity, vendor, service provider, or business relationship.

ACCEPTED AND AGREED:

COMPANY:

IBM Mastermind, LLC, an Ohio limited liability company

By: _____

Name: Ashesh Patel

Title: Manager

Date: _____

AGREED TO AND ACCEPTED BY:

Client: _____
Signature

Date: _____

Full Name: _____

Notice Address: _____

City: _____

State: _____

Notice Email Address: _____