The WBC Exchange Agreement

WEALTHY BREAKFAST CLUB LLC | Effective November 11, 2026 | Revised October 24, 2026

REVISED DRAFT FOR LEGAL REVIEW — NOT A CERTIFICATION OF FTC OR STATE-LAW COMPLIANCE

This WBC Exchange Agreement is between Wealthy Breakfast Club LLC (“WBC”) and the Member who chooses The WBC Exchange as an optional premium add-on when initially purchasing the WBC Business Education & Licensing Program. Exchange purchase is not required to access the core Program's education. By affirmatively selecting the Exchange at checkout and accepting this Agreement, the Member agrees to the following terms.

1. WHAT THE WBC EXCHANGE IS

The WBC Exchange is an optional premium education and founder-access experience for Members purchasing the WBC Business Education & Licensing Program. It adds closer founder-led business guidance, deeper education about business and sales, dedicated Exchange programming, and any specifically listed additional benefits to the core Program. It does not replace the core Program or create ownership, equity, employment, partnership, or a franchise in WBC. Members may use Exchange education without participating in WBC sales.

2. EXCHANGE PURCHASE PRICE AND CHECKOUT SELECTION

For the November 11, 2026 launch offer, the Exchange add-on price is $3,500, selected only during the initial $2,222 WBC Business Education & Licensing Program checkout, for a combined purchase of $5,722. The Exchange is not available as a standalone product or a later upgrade under this launch offer. The buyer must affirmatively select the add-on and review the total before payment. WBC may change pricing or availability for future offers; later price changes do not automatically create refunds, credits, or adjustments, subject to applicable law. Any installment terms must be separately displayed and accepted at checkout.

3. RELATIONSHIP TO THE CORE PROGRAM

The WBC Business Education & Licensing Program is a complete educational offering on its own. The Exchange is an optional additional layer and requires purchase of the core Program at the same initial checkout under the current offer. Exchange purchase does not transfer or replace the Member's WBC License, guarantee sales authorization, or alter Day One, Stack, Spread, Table, or Throne levels. Core Program terms remain applicable.

4. EXCHANGE EDUCATION AND INCLUDED BENEFITS

The Exchange provides closer founder-led education and guidance, deeper WBC-specific sales and business instruction, and the dedicated Exchange Call, ordinarily held Thursdays at 2:00 p.m. Central Time, together with additional benefits specifically described in the offer at checkout. Some events, gifts, invitations, and experiences have separate eligibility or selection criteria and are not guaranteed by purchasing the Exchange. Unless specifically promised in the accepted offer, one-on-one coaching is not included. Reasonable changes to platforms, call times, speakers, and formats may occur, subject to purchased benefit commitments and applicable law.

5. OPTIONAL EXCHANGE SALES COMPENSATION

An Exchange Member who voluntarily elects sales participation and is authorized and eligible under WBC policies may earn $700 gross commission per personally attributed qualifying Exchange transaction, subject to the applicable verification, refund, reversal, and eligibility rules. Exchange purchase itself does not earn a commission. The $700 rate is not a typical-earnings claim or guarantee, and does not automatically increase if the Exchange purchase price later changes. There is no payment merely for joining, recruiting, attending calls, or holding Exchange access. Exchange compensation is separate from Program/License compensation ranks; Exchange sales do not advance License ranks unless expressly stated in a lawful written policy.

6. QUALIFYING EXCHANGE SALE

A qualifying Exchange sale is a legitimate transaction that:

- 1. Is attributed to Participant through a Company-approved link or tracking method;
- 2. Is successfully processed through a Company-approved payment system;
- 3. Completes WBC's applicable Verification + Eligibility Review and is determined eligible for compensation;
- 4. Has not been canceled, refunded, reversed, disputed, charged back, or determined to be fraudulent;
- 5. Complies with this Exchange Agreement and applicable WBC governing documents; and
- 6. Is otherwise eligible for compensation according to WBC's records.

WBC's Company-approved transaction and tracking records determine attribution, subject to correction of legitimate errors.

7. VERIFICATION, ELIGIBILITY REVIEW & PAYOUTS

Exchange compensation follows WBC's applicable weekly Verification + Eligibility Review and payout-processing procedures unless WBC communicates a separate Exchange-specific procedure in writing. The standard Exchange sales period begins Monday at 12:00 a.m. Central Time and closes Saturday at 11:59 p.m. Central Time. Exchange sales recorded on Sunday are assigned to the following sales period and become part of that next payout batch. After a sales period closes, Exchange transactions from that completed Monday-Saturday period are subject to Verification + Eligibility Review, generally during the following Monday through Thursday. WBC may review successful payment processing, Company-approved attribution, compensation eligibility, compliance, cancellations, refunds, reversals, disputes, chargebacks, suspected fraud, duplicate or irregular transactions, and other matters reasonably affecting compensation eligibility. Friday is WBC's regular payout-processing day. Eligible Exchange commissions from the immediately preceding completed Monday-Saturday sales period are generally scheduled to be processed for payout on the following Friday. A transaction is not automatically payable merely because checkout was completed, the transaction appears in a dashboard, or Friday arrives. Transactions requiring additional payment, attribution, fraud, compliance, refund, dispute, chargeback, reversal, or other eligibility review may be delayed, withheld, adjusted, denied, or carried into a later payout cycle until WBC determines eligibility. Processing a payout on Friday does not guarantee that funds will appear in Participant's bank account or other payout destination on Friday. Actual arrival of funds may depend upon banks, payment processors, payout providers, weekends, holidays, technical conditions, fraud reviews, or circumstances outside WBC's reasonable control.

8. REFUNDS, REVERSALS & CHARGEBACKS

Except where required by applicable law, purchases of The WBC Exchange are final and non-refundable. A Participant should review the Exchange offering and purchase price before completing checkout. If an Exchange transaction generating compensation is later refunded, reversed, canceled, successfully disputed, charged back, determined to be fraudulent, or otherwise invalidated, the associated commission is not payable. If WBC has already paid the corresponding commission, WBC may reconcile that amount against future compensation otherwise payable to Participant or request repayment where appropriate. Initiating a payment dispute or chargeback does not automatically create a contractual right to a refund. Fraudulent or abusive payment disputes may result in suspension or termination under applicable WBC agreements.

9. NO GUARANTEED SALES OR INCOME

The Exchange is purchased for premium education and access, not as a promise of commissions. Exchange Members are not required to make sales to use the education. Neither WBC nor the Exchange guarantees a customer, sale, commission, $700 payment, income, recovery of the $3,500 purchase price, profitable business, or any financial result. Some Members may earn $0 in Exchange compensation. Consider the included educational benefits independently of possible commissions.

10. EARNINGS REPRESENTATIONS

Participant may truthfully discuss her own Exchange experience and actual results, subject to WBC marketing policies. Participant may not:

- Guarantee Exchange income;
- Promise that another person will recover her purchase price;
- Describe $700 as guaranteed simply because someone purchases Exchange access;
- Falsify Exchange sales or commission screenshots;
- Present hypothetical earnings as actual earnings;
- Describe exceptional results as typical;
- Represent The WBC Exchange as employment;
- Represent The WBC Exchange as stock, equity, an investment, or ownership in WBC; or
- Make false or misleading statements about Exchange compensation.

WBC may require misleading or noncompliant marketing to be corrected or removed.

11. INTELLECTUAL PROPERTY

All WBC Exchange names, branding, materials, systems, recordings, documents, graphics, training, frameworks, resources, and other proprietary content remain the property of WBC or its applicable licensors. Participant receives limited permission to access and use Exchange materials for their intended WBC purpose. Participant may not:

- Resell protected Exchange materials separately;
- Copy and distribute private Exchange training;
- Give unauthorized people access to Exchange materials;
- Publicly upload protected calls or recordings;
- Claim ownership of WBC intellectual property;
- Create unauthorized derivative products using protected WBC content; or
- Use Exchange intellectual property to create a competing copy of WBC's proprietary materials or systems.

No ownership rights are transferred through the purchase of Exchange access.

12. CONFIDENTIALITY

Participant may receive access to information that is not publicly available. Confidential information may include internal strategies, future plans, private training, Company systems, unreleased offers, member information, sales information, internal documents, and other information reasonably understood to be confidential. Participant may not disclose, sell, publish, distribute, or commercially exploit confidential WBC information except as expressly authorized. This obligation survives the end of Exchange participation where applicable.

13. COMMUNITY & CONDUCT

Exchange Participants must comply with applicable WBC community and conduct standards. Participant may not use Exchange spaces to:

- Harass or threaten another person;
- Commit or facilitate fraud;
- Spam members;
- Scrape member or customer information;
- Collect member information for unauthorized solicitation;
- Distribute protected WBC content;
- Promote unrelated businesses in violation of WBC policies;
- Deliberately disrupt Company programming; or
- Engage in conduct that materially violates applicable WBC agreements.

WBC may remove content, restrict access, temporarily suspend participation, or take other reasonable action when necessary to enforce Company standards.

14. PARTICIPANT'S OTHER BUSINESSES

Exchange participation does not prevent Participant from owning, operating, or participating in other lawful businesses. However, Participant may not use WBC confidential information, protected materials, customer or Licensee lists, trademarks, internal systems, or unauthorized access to Exchange resources to build or promote another company. Participant may not falsely represent another company as affiliated with, endorsed by, owned by, or partnered with WBC.

15. SUSPENSION OR TERMINATION

WBC may suspend or terminate Exchange access for material violations of this Exchange Agreement or other applicable WBC governing documents. Depending upon the circumstances, WBC may provide education, warning, an opportunity to correct the issue, temporary suspension, or termination. Serious matters may justify immediate suspension or termination, including fraud, payment manipulation, theft or misuse of intellectual property, security threats, serious harassment, intentional deception, or unauthorized distribution of protected WBC materials. Termination for a material violation does not create a right to a refund except where required by applicable law.

16. EFFECT OF TERMINATION

When Exchange participation ends, Participant may lose access to Exchange communities, programming, resources, systems, materials, sales rights, and other Exchange-specific benefits. Participant must stop representing herself as an active Exchange Participant if she is no longer authorized to do so. Termination does not eliminate obligations that reasonably survive termination, including confidentiality, intellectual property protections, payment reconciliation, dispute obligations, and amounts properly owed.

17. TAXES

Participant is responsible for her individual federal, state, and local tax obligations. WBC may require completed tax, identity, and payout documentation before releasing compensation. WBC will issue applicable tax reporting forms when required by law.

18. MEMBER RELATIONSHIP AND OPTIONAL INDEPENDENT SALES

Exchange purchase alone does not create an employer-employee, independent-contractor, partnership, or agency relationship. Members electing and authorized for optional sales participation act independently with respect to lawful authorized sales activity, subject to Company requirements. Members do not receive wages, salary, employee benefits, or ownership solely because they purchase the Exchange. Any applicable sales-related expenses and taxes remain their responsibility.

19. CHANGES TO THE EXCHANGE

WBC may evolve The WBC Exchange as the Company grows. Future changes may include modifications to platforms, programming, schedules, resources, technology, benefits, eligibility standards, or future compensation. Material changes will be communicated through a reasonable Company-designated method. Changes to future compensation do not retroactively eliminate compensation already earned and payable on a qualifying transaction, except where adjustment is permitted for fraud, refund, reversal, chargeback, error, invalid transaction, or another circumstance governed by applicable WBC agreements.

20. RELATIONSHIP TO OTHER WBC AGREEMENTS

The WBC Business Education & Licensing Program Agreement (also called the License Agreement), the Compensation Plan & Earnings Disclosure, and applicable WBC policies continue to apply. This Agreement governs Exchange-specific purchase terms, educational access, benefits, and optional Exchange sales compensation. The core Program Agreement governs the underlying education purchase and Member relationship. Any mandatory statutory rights control over conflicting contract language.

21. DISPUTE RESOLUTION

Disputes concerning The WBC Exchange are subject to the dispute-resolution and binding-arbitration provisions contained in the applicable WBC License Agreement. Those provisions are incorporated into this Exchange Agreement by reference. Nothing in this section prevents either party from seeking emergency or temporary injunctive relief from a court of competent jurisdiction where permitted by the License Agreement or applicable law.

22. GOVERNING LAW

This Exchange Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles, except where applicable federal law or another mandatory law controls.

23. ELECTRONIC ACCEPTANCE

Participant may accept this Exchange Agreement electronically. Clicking an acceptance checkbox, completing an electronic signature, or completing a purchase after being presented with this Exchange Agreement may constitute Participant's electronic acceptance to the extent permitted by applicable law. Electronic records and signatures may be used to document acceptance.

24. ENTIRE EXCHANGE AGREEMENT

This Exchange Agreement, together with the applicable WBC License Agreement, Compensation Plan, Policies & Procedures, checkout terms, and incorporated Company policies, constitutes the governing agreement concerning Participant's Exchange participation. Participant should not rely upon an oral statement that directly contradicts the written terms governing The WBC Exchange.

PARTICIPANT ACKNOWLEDGMENT

By signing or electronically accepting this Exchange Agreement, Participant acknowledges that:

1. The WBC Exchange is a separate paid WBC offering.
2. She agrees to the then-current Exchange price presented at purchase.
3. Exchange pricing may change for future purchases.
4. Eligible Exchange compensation is currently $700 per qualifying Exchange sale.
5. Purchasing Exchange access does not guarantee a sale or income.
6. She may earn no Exchange compensation.
7. Exchange sales are subject to WBC's applicable Verification + Eligibility Review requirements.
8. Refunds, reversals, disputes, fraud, and chargebacks may affect compensation.
9. Exchange compensation is separate from the standard WBC License compensation levels.
10. She does not receive ownership or equity in Wealthy Breakfast Club LLC.
11. She must comply with applicable WBC marketing, intellectual-property, confidentiality, and conduct requirements.
12. She has had the opportunity to review this Exchange Agreement before accepting it.

PARTICIPANT

Full Legal Name: _____

Email Address: _____

Signature: _____

Date: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____