WBC Business Education & Licensing Program 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 Business Education & Licensing Program Agreement (the “Agreement” or “License Agreement”) is between Wealthy Breakfast Club LLC, a Texas limited liability company (“WBC” or “Company”), and the purchaser (“Member,” “Licensee,” or “you”). The contractual license is one component of the purchased education program. Purchasing the Program does not require the Member to sell WBC offerings. Optional sales participation is subject to onboarding, authorization, this Agreement, and the separate Compensation Plan. Review these terms before purchase or electronic acceptance.

1. THE WBC BUSINESS EDUCATION & LICENSING PROGRAM

The primary purchased offering is the WBC Business Education & Licensing Program (“Program”), an established business education experience delivered within Wealthy Breakfast Club. The Program includes structured business learning, designated classroom modules, implementation and operating resources, and access to the WBC member community and included Company programming as described in the offer presented at checkout. Its educational purpose is to teach practical business concepts through an existing company's systems and examples. Members are not required to create a new business or make WBC sales to participate in or use the education. As part of the Program, WBC grants Member a limited, non-exclusive, revocable, non-transferable license (“WBC License”) to access and use Company-designated Program content and systems for permitted purposes, subject to this Agreement. An eligible Member may separately elect to seek authorization to market Company-approved WBC offerings under the Compensation Plan. This optional sales participation is not a condition of using the education. Neither the Program nor the License transfers equity, ownership of WBC, franchise rights, intellectual property, or authority to bind the Company. Member may not assign, sell, sublicense, or transfer the License without WBC's prior written authorization.

2. PROGRAM PRICE AND PURCHASE

The introductory price of the WBC Business Education & Licensing Program for the November 11, 2026 opening is $2,222 as presented at checkout. Every purchaser pays the same Program price whether or not she elects optional WBC sales participation. The Program is purchased for its educational access and included benefits, not as an investment or promise of earnings. WBC may change prices for future purchases. Future changes do not automatically entitle prior purchasers to refunds, credits, or adjustments, subject to non-waivable legal rights. The optional WBC Exchange is not included in the $2,222 Program price and is governed by a separate agreement. Any payment-plan terms must be shown at checkout and accepted separately.

3. OPTIONAL WBC SALES PARTICIPATION

Sales participation is voluntary. A Member may complete Program education and participate in the included community without selling WBC products or recruiting anyone. A Member who chooses to pursue sales must satisfy applicable onboarding, identity and tax verification, marketing compliance, and eligibility requirements before WBC authorizes sales activity or issues a personal link. Purchasing the Program alone does not earn a commission or guarantee authorization. Authorized participating Members may refer bona fide customers to Company-approved WBC offers using approved tracking methods. The Company controls prices, checkout, fulfillment, product descriptions, eligibility, and commission attribution. Members may not collect unauthorized payments, change prices, make guarantees, or bind WBC. Commission eligibility is governed by the separate Compensation Plan; the purchase of the Program itself is not compensation for recruiting another person.

4. SALES LINK RELEASE AND ONBOARDING

A personal sales link is optional and is not required to access the Program's education. For Members electing and qualifying for sales participation, WBC may withhold link activation for up to seven (7) calendar days after completed purchase and satisfaction of applicable onboarding requirements, subject to further lawful compliance review when necessary. A purchase does not guarantee immediate activation. Transactions not properly attributed through Company-approved tracking do not qualify for compensation.

5. COMPENSATION STRUCTURE

Eligible Licensees may earn compensation on confirmed WBC License sales personally attributed to them.

DAY ONE - 0-499 cumulative confirmed License sales - $600 per qualifying License sale

THE STACK - 500-999 cumulative confirmed License sales - $800 per qualifying License sale

THE SPREAD - 1,000-1,499 cumulative confirmed License sales - $1,000 per qualifying License sale

THE TABLE - 1,500-1,999 cumulative confirmed License sales - $1,200 per qualifying License sale

THE THRONE - 2,000 or more cumulative confirmed License sales - $1,400 per qualifying License sale

Tier qualification is based on cumulative confirmed License sales credited to Licensee, unless otherwise stated in an official written WBC compensation policy. Licensee is compensated based upon the applicable compensation level at the time a qualifying sale is credited under Company records. Sales that are refunded, disputed, fraudulent, reversed, charged back, canceled, or otherwise determined not to constitute a valid completed transaction do not count as confirmed sales. WBC may maintain separate compensation structures for other WBC offerings. Compensation is based on qualifying sales. Licensee is not compensated merely for recruiting another Licensee, referring an individual who does not complete a qualifying purchase, or participating in WBC.

6. VERIFICATION, ELIGIBILITY REVIEW AND PAYOUT SCHEDULE

WBC administers License compensation using a weekly sales-period and payout-processing cycle. The standard License sales period begins Monday at 12:00 a.m. Central Time and closes Saturday at 11:59 p.m. Central Time. A License sale recorded on Sunday is assigned to the following sales period and becomes part of that next payout batch. After a sales period closes, transactions from that completed Monday-Saturday period are subject to WBC Verification + Eligibility Review. WBC generally conducts that review during the following Monday through Thursday. Verification + Eligibility Review may include confirmation of successful payment processing, Company-approved attribution, compensation eligibility, compliance with applicable agreements and policies, cancellations, refunds, reversals, payment disputes, chargebacks, suspected fraud, duplicate or irregular transactions, and other matters reasonably affecting whether a transaction qualifies for compensation. A transaction is not automatically payable merely because checkout was completed, the transaction appears in a dashboard, or Friday arrives. A commission becomes payable only when the underlying transaction satisfies WBC's applicable qualifying-sale requirements and is determined eligible for compensation. Friday is WBC's regular payout-processing day. Eligible commissions from the immediately preceding completed Monday-Saturday sales period are generally scheduled to be processed for payout on Friday following Verification + Eligibility Review. Processing a payout on Friday does not guarantee that funds will appear in the Licensee's bank account or other payout destination on Friday. Actual delivery time may vary based on the financial institution, payment processor, payout provider, weekends, holidays, technical conditions, fraud review, or circumstances outside WBC's reasonable control. WBC may delay, withhold, adjust, offset, or deny compensation associated with a transaction that requires additional payment, attribution, fraud, compliance, refund, dispute, chargeback, reversal, or other eligibility review, as permitted by this Agreement and applicable law. A transaction requiring additional review may be carried into a later payout cycle until WBC determines its eligibility. If a transaction is reversed, refunded, disputed, charged back, determined fraudulent, or otherwise invalidated after commission has already been paid, WBC may deduct or reconcile the corresponding commission from future amounts otherwise payable to Licensee or pursue repayment where appropriate. WBC may reasonably modify operational payout procedures as the Company grows, provided changes are communicated through a reasonable Company-designated method and remain subject to this Agreement and applicable law.

7. EDUCATIONAL VALUE; NO GUARANTEED SALES OR INCOME

The Program is offered for its educational content, tools, and included experiences. Members are not required to start a separate business or sell WBC to use the education. WBC does not guarantee that any Member will complete the education, acquire a particular skill, start a business, obtain customers, earn commissions, recover her purchase price, or achieve a financial outcome. Results depend on individual circumstances. Commission examples and illustrations are not typical-earnings representations. Members should not purchase based on an expectation that commissions will reimburse the Program fee.

8. MARKETING AND EARNINGS REPRESENTATIONS

Licensee agrees to market WBC truthfully, accurately, professionally, and in compliance with applicable law and Company policies.

- Guarantee income, sales, commissions, financial freedom, wealth, or any specific financial result;
- Represent potential or exceptional earnings as typical or guaranteed;
- Falsely represent the nature of WBC or the License;
- Claim to own WBC;
- Create unauthorized offers, bonuses, discounts, pricing, guarantees, or refund promises on behalf of WBC;
- Make false, deceptive, misleading, or unsubstantiated claims;
- Alter Company materials in a way that creates a misleading representation;

• Impersonate WBC, its officers, employees, or representatives; or

• Use marketing practices that WBC reasonably determines could expose the Company or its community to

legal, financial, regulatory, or reputational harm. WBC may require Licensee to correct or remove noncompliant marketing.

9. INTELLECTUAL PROPERTY

All rights, title, and interest in Wealthy Breakfast Club™, WBC™, The WBC Exchange™, Company names, trademarks, service marks, logos, designs, content, recordings, training, documents, compensation systems, frameworks, processes, materials, graphics, community content, proprietary methods, and other Company intellectual property remain exclusively owned by WBC or its applicable licensors. Except for the limited rights expressly granted under this Agreement, no intellectual property rights are transferred to Licensee. Licensee may use Company-approved branding and materials solely for authorized WBC activities while Licensee's License remains active and in good standing. Licensee may not copy, reproduce, sell, license, sublicense, distribute, publish, upload, modify, reverse engineer, recreate, imitate, commercially exploit, or create derivative works from protected Company materials except as expressly authorized by WBC in writing. Termination or revocation of the License terminates Licensee's authorization to use WBC intellectual property except as otherwise required by law.

10. CONFIDENTIAL INFORMATION

Licensee may receive access to nonpublic information concerning WBC, including internal systems, business methods, sales information, operational procedures, strategies, compensation information not publicly released, member information, customer information, future plans, training materials, proprietary documents, and other confidential information. Licensee agrees not to disclose, distribute, sell, exploit, copy, or use confidential Company information for any purpose outside authorized participation in WBC. Confidentiality obligations survive termination or revocation of this Agreement to the extent permitted by applicable law. Nothing in this Agreement prohibits disclosures that cannot lawfully be restricted.

11. OPTIONAL WBC EXCHANGE

The WBC Exchange is an optional premium education and access add-on, offered for an additional $3,500 at the initial Program checkout under the November 11, 2026 launch offer. The combined price is $5,722. Under this offer, the Exchange cannot be purchased separately or added after the initial checkout. The Exchange does not replace the Program or the WBC License. The separate Exchange Agreement governs its additional benefits, eligibility, and any separate commission terms.

12. EDUCATION, COMMUNITY, CALLS, AND INCLUDED BENEFITS

The Program's core educational access, classroom learning, designated operating resources, and member community are substantive purchased benefits, not contingent upon making sales. WBC also offers included programming such as the Founder's Call, ordinarily scheduled for Thursdays at 10:00 a.m. Central Time, subject to reasonable scheduling changes and the published offer. Optional sales activity, performance recognition, gifts, trips, awards, and separately priced premium offerings are distinct from guaranteed core education deliverables. Material changes to promised purchased benefits are subject to this Agreement and applicable law; general operational schedules, formats, and delivery methods may change with reasonable notice.

13. LICENSEE CONDUCT

Licensee agrees to:

• Conduct WBC-related activities honestly and professionally;

• Follow applicable WBC policies;

• Protect customer and community information;

• Respect WBC intellectual property;

• Avoid deceptive or unlawful marketing;

• Avoid harassment, threats, fraud, discrimination, or abusive conduct in connection with WBC;

• Avoid conduct reasonably likely to materially damage the WBC brand or community; and

• Cooperate with reasonable Company compliance inquiries involving Licensee's WBC activities.

14. MEMBER STATUS; INDEPENDENT SALES ACTIVITY IF ELECTED

Purchasing the Program makes the purchaser a customer and Member of WBC's education program. It does not by itself make her an employee, contractor, partner, franchisee, owner, or sales representative. A Member who separately elects and is authorized to participate in sales acts independently in her authorized marketing activity, subject to applicable law and Company requirements; no employment, partnership, franchise, or general agency relationship is created by that authorization. No Member has authority to bind WBC or incur obligations for the Company. Authorized sales participants are responsible for their own lawful marketing activities and related expenses and taxes.

15. TAXES AND TAX INFORMATION

Licensee is responsible for determining and satisfying her own federal, state, and local tax obligations arising from compensation received through WBC. WBC may require Licensee to provide a properly completed Form W-9 or other reasonably required tax documentation before receiving commissions or other payments. WBC may withhold payouts until required tax or identity information has been received and verified. WBC will issue applicable tax reporting forms when required by law. Licensee is responsible for consulting her own tax professional concerning her individual tax obligations.

16. REFUNDS AND CANCELLATIONS

Purchases of the WBC Business Education & Licensing Program are final and non-refundable except where required by applicable law, as further explained in the WBC Refund & Cancellation Policy. The Program includes access to proprietary educational materials, resources, community, and limited contractual license rights. Lack of participation, failure to make sales, a change of mind, or later price changes do not independently create a refund right. Nothing in this Agreement waives non-waivable consumer rights, remedies, or disclosures.

17. CHARGEBACKS AND PAYMENT DISPUTES

Licensee agrees to contact WBC regarding a legitimate billing or transaction issue before initiating a payment dispute when reasonably practicable. Nothing in this Agreement prevents Licensee from exercising rights that cannot legally be waived. Fraudulent, knowingly false, or abusive payment disputes may constitute a material breach of this Agreement. WBC may suspend access while investigating a payment dispute associated with the License. A chargeback or reversal does not automatically eliminate obligations that lawfully survive the reversal.

18. SUSPENSION AND REVOCATION

WBC may suspend or revoke a License for material violation of this Agreement or applicable Company policies, including fraud, deceptive marketing, unauthorized earnings claims, intellectual property infringement, misuse of confidential information, unauthorized transfer or sale of the License, manipulation of sales or compensation records, abuse of customers or community members, material reputational misconduct connected to WBC, failure to provide reasonably required tax or identity information, unauthorized use of Company systems, or material breach of this Agreement. Where appropriate, WBC may provide notice and an opportunity to cure a violation before permanent revocation. WBC may act immediately when it reasonably believes immediate suspension is necessary to address fraud, unlawful conduct, customer harm, security risks, intellectual property misuse, payment manipulation, or a material threat to WBC or its community. Upon termination or revocation, Licensee may lose access to Company systems, materials, community spaces, sales rights, links, and other License benefits. Termination does not entitle Licensee to a refund except where required by law.

19. PROTECTION OF WBC RELATIONSHIPS AND INFORMATION

During participation in WBC, Licensee may develop relationships with other Licensees, customers, prospective customers, contractors, and Company representatives. Licensee may not use confidential Company information, nonpublic member/customer lists, proprietary Company systems, or unauthorized access to Company platforms to divert WBC customers or Licensees for a directly competing commercial purpose. Licensee may not knowingly induce another person to breach that person's agreement with WBC. This provision is intended to protect legitimate Company relationships and confidential information and is not intended to prohibit lawful competition, independent business activity, or conduct that cannot legally be restricted.

20. LICENSEE'S OTHER BUSINESSES

Unless otherwise prohibited by a separate written agreement, owning a WBC License does not prohibit Licensee from operating another lawful business, selling other products or services, or participating in other lawful opportunities. However, Licensee may not use WBC's confidential information, proprietary materials, trademarks, customer information, internal systems, or protected intellectual property to create, market, or operate another business. Licensee may not falsely imply that another business is sponsored, approved, partnered with, or operated by WBC.

21. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, WBC will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits or lost business opportunities, arising from Licensee's participation in WBC. WBC does not guarantee uninterrupted availability of websites, payment processors, social media platforms, community platforms, software, internet services, financial institutions, or other third-party systems. Nothing in this Agreement excludes liability that cannot legally be excluded or limited.

22. INDEMNIFICATION

To the extent permitted by law, Licensee agrees to indemnify and hold harmless Wealthy Breakfast Club LLC and its officers, managers, employees, and authorized representatives from third-party claims, liabilities, damages, losses, and reasonable costs arising from Licensee's unlawful conduct, unauthorized representations, infringement, misuse of Company intellectual property, or material breach of this Agreement.

23. DISPUTE RESOLUTION AND BINDING ARBITRATION

Before commencing formal proceedings, the parties agree to make a good-faith attempt to resolve a dispute directly. Unless prohibited by applicable law, any dispute, claim, or controversy arising from or relating to this Agreement, the License, compensation, or the parties' WBC relationship that cannot be resolved informally shall be resolved by binding individual arbitration. Arbitration shall take place in Texas or remotely when permitted by the applicable arbitration rules and agreed upon or ordered by the arbitrator. The arbitration shall be administered by a nationally recognized arbitration provider under its applicable commercial or consumer rules, as appropriate. The arbitrator may award any remedy available under applicable law and shall issue a final and binding decision. To the extent permitted by law, the parties waive the right to a jury trial for claims subject to arbitration. To the extent permitted by law, claims must be brought individually and not as a plaintiff or class member in a purported class, collective, consolidated, or representative proceeding. Nothing in this section prevents either party from seeking temporary or emergency injunctive relief from a court of competent jurisdiction when necessary to prevent imminent misuse of intellectual property, confidential information, fraud, or other irreparable harm pending arbitration. Nothing in this section eliminates any right to pursue a matter in small claims court when the claim qualifies and applicable law permits it.

24. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas, without regard to conflict-of-law principles, except where applicable federal law or another non-waivable law controls.

25. CHANGES TO COMPANY POLICIES

WBC may update reasonable operational, compliance, marketing, payout-processing, platform, community, or administrative policies as the Company evolves. Material changes affecting Licensee's existing contractual rights or compensation will be communicated through a reasonable method designated by WBC. No policy update may retroactively eliminate compensation already earned and payable on a qualifying transaction except where adjustment is required because of fraud, refund, reversal, chargeback, payment failure, error, or other circumstances expressly addressed by this Agreement.

26. ASSIGNMENT

Licensee may not assign or transfer this Agreement or the License without WBC's prior written consent. WBC may assign this Agreement in connection with a merger, acquisition, reorganization, sale of substantially all Company assets, or other lawful transfer of the WBC business.

27. ELECTRONIC COMMUNICATIONS AND SIGNATURES

Licensee agrees that electronic signatures, electronic acceptance, checkbox acceptance, digital records, and electronic communications may be used in connection with this Agreement to the extent permitted by law. Electronic acceptance of this Agreement has the same intended effect as a handwritten signature. Licensee is responsible for maintaining accurate contact information with WBC. Notices may be delivered to the email address or other electronic contact information associated with Licensee's WBC account.

28. SEVERABILITY

If any provision of this Agreement is determined to be invalid, unlawful, or unenforceable, that provision shall be enforced to the maximum extent permitted by law or severed where appropriate. The remaining provisions will remain in effect.

29. WAIVER

Failure by WBC to enforce a provision of this Agreement on one occasion does not waive WBC's right to enforce that provision or another provision later. Any express waiver must be in writing.

30. SURVIVAL

Provisions that by their nature should continue after termination, including provisions concerning intellectual property, confidentiality, payment reconciliation, taxes, dispute resolution, limitation of liability, indemnification, and accrued obligations, survive termination to the extent permitted by law.

31. ENTIRE AGREEMENT

This Agreement, together with any policies, compensation terms, checkout terms, or supplemental agreements expressly incorporated by reference, constitutes the agreement between WBC and Licensee concerning the WBC License and supersedes prior representations concerning the same subject matter. No oral statement or informal communication modifies this Agreement unless incorporated into a written amendment authorized by WBC.

32. MEMBER ACKNOWLEDGMENT

By signing or electronically accepting, Member confirms: (1) she reviewed the Program description, price, and included benefits; (2) she understands the $2,222 purchase is for business education and limited access/license rights, not Company equity or a guaranteed income opportunity; (3) she can use the education without starting a new business or selling WBC; (4) sales participation is optional, separately subject to authorization and the Compensation Plan; (5) she understands there is no guarantee of income, sales, or cost recovery; (6) she reviewed the Refund & Cancellation Policy and applicable terms before paying; and (7) she voluntarily accepts this Agreement.

MEMBER INFORMATION

Full Legal Name: _____

Business/Entity Name (if applicable): _____

Email Address: _____

Phone Number: _____ Date of Purchase: _____ Member Signature: _____

Date: _____

WBC Authorized Representative: _____

Title: _____ Signature: _____ Date: _____