

DISTRIBUTION RIGHTS

EXHIBIT "A" DISTRIBUTION RIGHTS

● CAN BE SOLD. - YES

CAN SELL RESALE/RESELL RIGHTS OR MASTER RESELL RIGHTS. - YES
CAN ADD THE PRODUCT INTO YOUR PRODUCT BUNDLE OR PACKAGE AND SELL FOR A HIGHER PRICE - YES

CAN BE ADDED TO A PAID MEMBERSHIP SITE - NO
CAN GIVE THE PRODUCT AWAY FOR FREE - NO

CANNOT OFFER THE PRODUCT AS A BONUS TO ANOTHER PRODUCT YOU ARE SELLING.
HOWEVER, YOU CAN OFFER OTHER BONUSES TO THIS PRODUCT WHEN SELLING - YES

YOU CAN SELL THE PRODUCT ON AUCTION SITES SUCH AS EBAY.COM- NO
YOU CANNOT USE NOR SELL THIS PRODUCT IN A DIME SALE EVENT, UNDER ANY CIRCUMSTANCES AT ALL.

VIDEOS CANNOT BE MODIFIED IN ANY WAY. VIDEO TRAINING CAN BE UPLOADED ON OTHER HOSTS. HOWEVER VIDEOS CANNOT BE MODIFIED. (IF YOU HAVE REQUESTS REGARDING CREATING TRANSLATIONS INTO ANOTHER LANGUAGE, YOU MAY MAKE A REQUEST IN WRITING TO SUPPORT@MICHELLESPARKIE.COM. YOU WILL BE REQUIRED TO PROVIDE CREDIT TO THE COMPANY AS THE ORIGINAL CREATOR, AND SIGN A WAIVER / CONTRACT ENSURING CERTAIN PROTECTIONS REMAIN IN PLACE, INCLUDING THAT NO CLAIM OF OWNERSHIP WILL BE MADE OVER ANY OF THE INTELLECTUAL PROPERTY IN THE PRODUCT.).
PRODUCT MINIMUM ADVERTISED PRICE (MAP) POLICY (IDENTIFIED ABOVE), STATES THAT MINIMUM SALE PRICE IS \$397 FOR THE RESELL RIGHTS, AND \$497 FOR THE MASTER RESELL RIGHTS; HOWEVER, THE PRODUCT MAY BE SOLD AT ANY PRICE OF YOUR CHOICE ABOVE THE MAP.
DISCOUNTS CAN BE APPLIED: YES (ENSURING THE PRICE POINTS ARE NOT IN VIOLATION OF THE MAP).

PERSONALLY MANAGED PAYMENT PLANS CAN NOT BE LOWER THAN \$100 PER MONTH FOR THE RESELL RIGHTS OR MASTER RESELL RIGHTS PRODUCT.
TO THE EXTENT THAT ANY LOCAL LAWS IN LICENSEE'S JURISDICTION PROHIBIT COMPLIANCE WITH THE MAP, THE MAP POLICY MAY NOT APPLY TO YOU.
IF YOU HAVE ANY QUESTIONS REGARDING THIS SUMMARY OF THE DISTRIBUTION RIGHTS THAT ACCOMPANY THE PRODUCT, PLEASE SEND AN EMAIL TO:
SUPPORT@MICHELLESPARKIE.COM.

LICENSE TERMS

FOR LEARN & EARN PROFITS ONLINE-
"LEPO MAX"

THIS LICENSE AGREEMENT, EFFECTIVE AS OF THE DATE OF YOUR PURCHASE, SETS FORTH THE LICENSE TERMS RELATED TO YOUR PURCHASE OF LEARN AND EARN PROFITS ONLINE, A DIGITAL PRODUCT PURCHASED FROM LIMITLESS BOSSABILITY, LLC (THE "COMPANY" OR "LICENSOR"). YOU, AS THE PURCHASER, ARE THE LICENSEE.

1. THE DIGITAL PRODUCT. THE OFFERING IS CALLED LEARN AND EARN PROFITS ONLINE, WHICH IS OFFERED BOTH A DIGITAL COURSE AND A PRODUCT, AVAILABLE FOR RESELLING AT VARIOUS LEVELS, DESCRIBED IN GREATER DETAIL BELOW.
2. LICENSE GRANTED. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSOR HEREBY GRANTS TO LICENSEE A NON-EXCLUSIVE, REVOCABLE, WORLDWIDE LICENSE TO RESELL THE PRODUCT KNOWN AS "LEARN AND EARN PROFITS ONLINE" (HEREINAFTER, "THE PRODUCT") IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.
3. TERMS OF LICENSE. LICENSEE AGREES TO THE FOLLOWING TERMS:
 - A. NO MODIFICATION. LICENSEE SHALL NOT MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DECONSTRUCT, DISASSEMBLE, REBUILD, OR OTHERWISE TAMPER WITH THE PRODUCT. TO BE CLEAR, LICENSEE IS PROHIBITED FROM:
 - (1) SELLING PORTIONS OF THE PRODUCT
 - (2) CHANGING MATERIAL OR CONTENT WITHIN THE PRODUCT
 - (3) CREATING DERIVATIVE WORKS BASED ON OR ORIGINATING WITH THE PRODUCT
 - (4) CHANGING THE CREATOR OF THE PRODUCT
 - (5) CHANGING THE TITLE OF THE PRODUCT
 - B. NO CLAIM TO IP. LICENSEE SHALL NOT CLAIM OWNERSHIP OF OR RIGHTS TO THE INTELLECTUAL PROPERTY CONTAINED IN THE PRODUCT, OTHER THAN THE USES EXPRESSLY PERMITTED BY THIS LICENSE AGREEMENT. TO BE CLEAR, LICENSEE MAY NOT SEEK ANY INTELLECTUAL PROPERTY REGISTRATIONS (COPYRIGHT OR TRADEMARK) RELATED TO THE INTELLECTUAL PROPERTY OR CONTENT INCLUDED IN THE PRODUCT. LICENSEE SHALL NOT PLACE ITS OWN COPYRIGHT NOTICES ON THE CONTENT OR PRODUCT OR ALTER ANY EXISTING COPYRIGHT NOTICES PLACED BY THE LICENSOR. LICENSEE SHALL ALSO LEAVE IN PLACE, OR "AS IS", ANY COPYRIGHT NOTICES OR CLAIMS OF OWNERSHIP BY LICENSOR THAT ARE CONTAINED IN THE PRODUCT.
 - C. MAP POLICY. LICENSEE ACKNOWLEDGES RECEIPT OF COMPANY / LICENSOR'S MINIMUM ADVERTISED PRICE (MAP) POLICY, [MAP POLICY LOCATED HERE](#). COMPANY WILL NOT ACCEPT LICENSEES INTO ITS PROGRAM THAT DO NOT ACKNOWLEDGE THE MAP POLICY.
 - D. RESELL RIGHTS. LICENSEE MAY RESELL THE PRODUCT TO END USERS WITHOUT TRANSFERRING THE MASTER RESELL RIGHTS IF THEY SO CHOOSE. RESELLING TO OTHER RESELLERS IS PERMITTED.
 - (1) IF RESELLING THE MASTER RESELL RIGHTS OF THIS PRODUCT, THE LICENSEE AGREES TO INCLUDE THESE TERMS AND CONDITIONS WITH THE PRODUCT AND TO ENSURE THAT ALL CUSTOMERS ADHERE TO THE TERMS.
 - (2) LICENSEE MAY INCLUDE ADDITIONAL CONTENT OR OPPORTUNITIES WITH THE PRODUCT SO LONG AS THOSE OPPORTUNITIES DO NOT CONFLICT WITH THE COMMUNITY AGREEMENT FOR THE LEARN AND EARN PROFITS ONLINE ORIGINAL COMMUNITY OWNED BY LIMITLESS BOSSABILITY, LLC.
 - (3) RESELL RIGHTS LIMITATIONS:
 - A. LICENSEE IS PROHIBITED FROM GIVING AWAY THE PRODUCT FOR FREE, OR AS AN ADD-ON TO A BUNDLE OR OTHER OPPORTUNITY FOR FREE.
 - B. LICENSEE IS PROHIBITED FROM LEAD POACHING FROM OTHER MEMBERS OF THE COMMUNITY, RESPECT THE BUSINESS INTERESTS OF ALL MEMBERS, STEALING LEADS OR POACHING FROM SOCIAL MEDIA, OR ATTEMPTING TO DO SO, IS STRICTLY PROHIBITED. RESPECT THE RIGHTS OF OTHERS TO THEIR OWN CLIENT RELATIONSHIPS.
 - (4) DISTRIBUTION SUMMARY:
 - E. TO ASSIST IN COMPLIANCE WITH THESE TERMS, COMPANY / LICENSOR HAS CREATED A "DISTRIBUTION RIGHTS SUMMARY" WHICH IS POSTED BELOW, AS EXHIBIT A, AND WHICH WILL ALSO BE POSTED INSIDE OF THE LEARN AND EARN PROFITS ONLINE COURSE (WHEN OFFERED AS A PRODUCT).
 4. RESPECTFUL COMMUNICATION.
 - THE ONLINE COMMUNITY ASSOCIATED WITH THE PROGRAM/PRODUCT IS INTENDED TO BE A SUPPORTIVE, RESPECTFUL AND POSITIVE COMMUNITY FOR ALL INVOLVED. ANY FORM OF HARASSMENT, BULLYING OR DISCRIMINATION WILL NOT BE TOLERATED. COMMUNICATING DISRESPECTFULLY TO ANY OTHER MEMBERS OF THE GROUP FOR ANY REASON CONSTITUTES GROUNDS FOR REMOVAL FROM THE PROGRAM AND ANY ASSOCIATED ONLINE FORUM, WHICH DECISION SHALL BE IN THE SOLE DISCRETION OF THE COMPANY.
 5. CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT.
 - YOU ARE FREE TO SPEAK, WRITE AND SHARE ABOUT YOUR OWN EXPERIENCES FROM THE PROGRAM OR WITHIN THE COMMUNITY, BUT YOU AGREE TO KEEP ALL INFORMATION SHARED BY OTHERS CONFIDENTIAL, INCLUDING ALL INFORMATION SHARED BY OTHERS INSIDE OF THE ON-LINE COMMUNITY ASSOCIATED WITH THE PROGRAM. THIS PROVISION SPECIFICALLY APPLIES TO AND INCLUDES CONTENT SHARED WITHIN THE MEMBERSHIP COURSE, WHERE APPLICABLE, AND ANY PRIVATE FACEBOOK GROUP, OR SIMILAR FORUM IF USED. IF YOU HAVE ANY QUESTIONS ABOUT THE APPLICABILITY OF THIS PROVISION, PLEASE CONTACT US VIA EMAIL AT MICHELLE@LIMITLESSBOSSABILITY[DOT]COM.
 6. RESERVATION OF RIGHTS.
 - COMPANY RESERVES THE RIGHTS TO REMOVE YOU FROM THE PROGRAM OR SERVICES FOR CAUSE, WHETHER A BREACH OF THIS CONTRACT, AN ACT OF MISFEASANCE AGAINST THE COMPANY, A REPRESENTATIVE OF THE COMPANY OR A PARTICIPANT OF A GROUP PROGRAM, OR OTHER INAPPROPRIATE ACTION, WHICH MAY INCLUDE ANY ACTION WHICH CAUSES A DISTURBANCE AMONGST THE GROUP, OR OTHERWISE NEGATIVELY IMPACTS THE EXPERIENCE OF OTHERS PARTICIPATING IN ANY PROGRAM OFFERED BY THE COMPANY. SUCH A DETERMINATION SHALL BE MADE SOLELY BY THE COMPANY. YOU AGREE THAT YOUR EXCLUSIVE REMEDY IN SUCH A SCENARIO, IF ANY, WILL BE LIMITED TO THE REFUND OF ANY AMOUNT PAID TO PARTICIPATE IN THE SERVICES OR PROGRAM.
 7. COMPLIANCE WITH AGREEMENT.
 - YOU ARE RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH THESE TERMS AT ALL TIMES WHILE PARTICIPATING IN THE PROGRAM OR RESELLING THE PRODUCT.
 8. COMPLIANCE WITH APPLICABLE LAWS.
 - YOU AGREE TO COMPLY WITH ALL LAWS AND REGULATIONS APPLICABLE TO YOU AND YOUR BUSINESS, AND IN YOUR RESPECTIVE JURISDICTION, THE COMPANY IS IN NO WAY RESPONSIBLE FOR YOUR COMPLIANCE WITH LAWS OR REGULATIONS THAT APPLY TO YOU. YOU ARE RESPONSIBLE FOR SEEKING LEGAL COUNSEL IF YOU HAVE ANY QUESTIONS OR NEED ASSISTANCE WITH YOUR OWN LEGAL, REGULATORY, OR BUSINESS COMPLIANCE ISSUES.
 9. TERMINATION.
 - FAILURE TO ADHERE TO THESE TERMS AND CONDITIONS WILL RESULT IN THE REVOCATION OF LICENSEE'S RESELL RIGHTS. LIMITLESS BOSSABILITY, LLC FURTHER RESERVES ALL RIGHTS AND CAUSES OF ACTION IT MAY HAVE AGAINST LICENSEE TO PURSUE RECOVERY OF DAMAGES INCLUDING FOR ANY HARM TO THE BRAND CAUSED BY MISE OF THIS PRODUCT.
 10. TERM.
 - THIS AGREEMENT WILL BE EFFECTIVE SO LONG AS YOU ARE PARTICIPATING IN THE PROGRAM, ACCESSING THE MATERIALS OR CONTENT IN LEARN AND EARN PROFITS, OR ARE OFFERING THE PRODUCT FOR SALE THROUGH YOUR BUSINESS.
 11. DISCLAIMER.
 - USE OF THE PROGRAM OR SERVICES COVERED BY THIS AGREEMENT AND ANY CONTENT PROVIDED THEREIN IS AT YOUR OWN RISK. THE COMPANY AND ITS EMPLOYEES, REPRESENTATIVES AND AGENTS ARE NOT RESPONSIBLE FOR ANY PHYSICAL OR NON-PHYSICAL DAMAGES IMAGINED, PERCEIVED, OR OTHERWISE SUSTAINED AS A RESULT OF THE USE OF THE PROGRAM OR SERVICES OR ANY CONTENT PROVIDED AS PART OF THE PROGRAM OR SERVICES. THE SERVICES PROVIDED THROUGH THE PROGRAM ARE PROVIDED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY, AND YOU BEAR SOLE RESPONSIBILITY FOR THE USE AND IMPLEMENTATION OF THESE SERVICES IN YOUR PERSONAL OR PROFESSIONAL LIFE. YOU ARE FREE TO REJECT ANY ADVICE, SUGGESTIONS OR REQUESTS MADE DURING THE PROGRAM AT ANY TIME. THERE ARE NO GUARANTEES AS TO THE PROGRESS OR OUTCOMES THAT MAY RESULT FROM THE SERVICES AND YOU ARE RESPONSIBLE FOR THE RESULTS YOU ACHIEVE. THE PRODUCTS AND SERVICES OFFERED BY THE COMPANY ARE NOT SUITED FOR EVERYONE. THE CREATORS OF ANY PRODUCTS, SERVICES OR PROGRAMS OFFERED HEREIN OR IN CONNECTION HERewith DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION THEREWITH. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY DECISION, ACTION OR OUTCOME FOLLOWING THE PRESENTATION OF INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE PROGRAM, SERVICES OR WEBSITE.
 12. EARNINGS DISCLAIMER.
 - RESULTS ARE NOT GUARANTEED. ANY STATEMENT MADE ON THE WEBSITE OR IN THE PROGRAM REGARDING INCOME OR EARNINGS ARE PROVIDED AS EXAMPLES ONLY, AND DO NOT GUARANTEE YOU FUTURE EARNINGS OR INCOME. PLEASE NOTE THAT THE STATED RESULTS ARE NOT TYPICAL AND THERE IS NO GUARANTEE THAT YOU WILL ACHIEVE THE SAME OR SIMILAR RESULTS, AS WITH ANY ENDEAVOR, RESULTS MAY VARY, AND DEPEND ON A WIDE VARIETY OF FACTORS INCLUDING, BUT NOT LIMITED TO, YOUR SKILL, KNOWLEDGE, ABILITY, DEDICATION, BUSINESS SAVVY, NETWORK, AND FINANCIAL SITUATION. THE USE OF ANY PRODUCTS OR SERVICES OFFERED THROUGH THE COMPANY SHOULD BE BASED ON YOUR OWN DUE DILIGENCE. YOU AGREE THAT THE COMPANY (INCLUDING ITS AGENTS, REPRESENTATIVES, SPONSORS, PROMOTERS, ADVERTISERS OR AFFILIATES), ARE NOT RESPONSIBLE FOR THE SUCCESS OR FAILURES YOU EXPERIENCE IN YOUR PERSONAL OR BUSINESS LIFE.
 13. RELATIONSHIP.
 - NOTHING CONTAINED IN THIS AGREEMENT SHALL BE INTERPRETED OR CONSTRUED TO CREATE A JOINT VENTURE, PARTNERSHIP, EMPLOYMENT OR AGENCY RELATIONSHIP OF ANY KIND.
 14. GOVERNING LAW.
 - THIS AGREEMENT AND ANY ACTION RELATED THERETO SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ITS CHOICE OF LAW PRINCIPLES. THE PARTIES CONSENT TO EXCLUSIVE JURISDICTION AND VENUE IN FEDERAL AND STATE COURTS SITTING IN FORSYTH COUNTY, NORTH CAROLINA.