



Athletes USA, LLC. Receipt & Agreement

This terms and conditions within this agreement are made between *Athletes USA, LLC.* (“The Company”) and the client that completed registration at athletes-usa.com registration platforms. The length of this agreement shall be valid from when the client makes payment for service and will be valid for 6 years.

1. The Company owns the Athletes USA College Marketing Service; including related copyrights, trademarks and business methods; The Company is in the business of connecting student athletes to various college coaches within the NCAA, NAIA, CCCAA and NJCAA and providing education and mentoring on college recruiting activities. The Client wishes to appoint the Company as its exclusive provider of the Services (as defined below) on the terms and conditions set out in this Agreement. The client agrees to the terms of the agreement stated herein and the terms and conditions contained in Attachment I.

2. Membership service

Phase 1	Phase 3
Membership to Athletes USA College Recruiting Academy	National Letter of Intent support
Personal Team Manager	I20 & Visa support
Personalized Game Plan & Scheduling	
Online Profile with unlimited updates	
Full game video tape editing	Phase 4
Highlight video tape editing	Internship support
SAT, TOEFL & ACT support & guidance	4yr team support during your college enrollment
NCAA or NAIA clearinghouse support	Free college transfer support during your college enrollment
Phase 2	
College Marketing to either NCAA, NAIA,	
Coach connect (Offer + Interview guidance)	Phase 5
Scholarship term finalization	Pro management Support and network
School selection guidance	Job placement support and network
Verbal offer & Commitment support - verbal offer - Written or electronically communicated a proposal both scholarship or non-scholarship has been received by the Client from either the Company or University/College	Ambassadors club
School application	

ATTACHMENT I

1. Grant of Rights

The Company hereby owns all trademarks and service marks associated with the service, including online materials on athletes-usa.com. The Company is the owner of all processes, patentable or otherwise in the Service as a recruiting method ("Methods"). The Company hereby grants the client a limited use license in the right to use the Works and Methods for the term of this Agreement and under the terms of this Agreement. Any training, logos, trademarks, Works or other custom content added by the client, remains the property of Licensee.

2. Terms and Termination

This is a legally binding contract for the term provided herein. The client may use the Athletes USA College Marketing Service for the term of the Agreement. The Client understand they have appointed the Company as their exclusive service provider. After the termination of this Agreement, the client agrees that it will not use the Athletes USA College Marketing Service program, or any similar variants of the same. Charges to your account are due and payable in full upon receipt of your invoice. Cancellation: In the event of the client becoming injured, failing necessary exams to become qualified or breaching any rules of the governing bodies that lead to the company not being able to fulfill this document the company and client are able to terminate this agreement within (60) days notice, no refund will be issued if such events take place.

3. Indemnity, Confidentiality, Non-Circumvention

The Client agrees that all Intellectual Property Rights in all Materials (whether created before or after the Commencement Date) shall belong to the Company. The Client undertakes that: (a) they shall not copy or make available to others any of the Materials without the prior written consent of the Company; and (b) immediately following termination of this Agreement the Client shall on demand return to the Company all Materials (and all copies thereof) in possession or under control of the Client. Except as required by law both parties shall procure that all confidential information disclosed by one party to the other in accordance with this Agreement or which may at any time until termination of this Agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this Agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be permitted hereunder or required for the proper operation of this Agreement. For the purposes of this Agreement information relating to the business of the Company, its business systems, business processes, business affairs and databases and / or client and supplier lists are hereby deemed to be confidential information. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any unauthorized act or default of either party.

4. Entire Agreement

This Agreement is the entire agreement of the Parties related to the subject matter hereof, and supersedes any and all prior representations, negotiations, agreements and understandings, written and/or oral, between the Parties.

5. Payment & Refund policy

Pay now: The client understands by selecting this option the service fee is due prior to enrollment of the program. The client may only receive a refund in this option, provided the company has not created any college/university interest/proposal to the client to select form. For clients under the age of 16, the company will have deadline of 9 months to pass on any interest/proposal after the clients 16th birthday. If the client is already over the age of 16th the company will have 12 months to pass on interest. If the client receives 0 interest after the deadlines the client will be entitled to a full refund. The deadline limit only becomes active upon a clients profile being active on athletes-usa.com.

Pay as you go: The client understands the first payment will be due prior to program start date and this fee is non-refundable. Second payment is due upon Phase 2 Coach connect (Offer + Interview guidance). This means when the client gets their first offer from a coach and is connected verbally, electronically or in writing communication second payment is due. Third payment is only due when the client starts Phase 3.

The client will receive an invoice for Phase 2 and 3 when payment is due. Failure to make payment will result in the program being cancelled and total fees due. The client does not need to make a payment if they do not enter a phase of the program.

Pay later option: The client understands the set up fee will be due prior to program start date and this fee is non-refundable. The Marketing fee is due after completion & acceptance of "Phase 2 Verbal offer & Commitment support - verbal offer - Written or electronically communicated a proposal both scholarship or non-scholarship has been received by the Client from either the Company or University/College."

6. Notices

All notices shall be in writing and shall be addressed (a) if to the company, to Athletes USA 800 Brickell Avenue, Suite 1105, Miami, FL, 33131, email admin@athletes-usa.com, or (b) if to the client at such other address and/or facsimile number as such party may have specified by earlier notice to the sender.

7. Amendment

This Agreement may not be amended, modified or changed, in whole or in part, except by a written agreement signed by the Parties.

8. Governing Law

This agreement and the rights and obligations of parties hereto shall be governed by and construed under the laws of the state of Florida, USA, without regard to its conflicts of laws principles. Company and client agree that, in any suit, action or proceeding based in tort or in contract brought connection with terms of this agreement, each of the parties hereto shall and do hereby waive trial by jury to the fullest extent permitted by law, and that the prevailing party in any such action shall recover from the other party all reasonable attorneys fees, costs and expenses incurred through trial and all levels of appeal. Further, each of the parties hereto accepts and irrevocably consents to the personal and subject matter jurisdiction of the state and federal courts in and for Palm Beach County, Florida in any suit, action or proceeding arising out of, or in any way connected with this agreement pursuant to Florida statutes section 685.102.

9. Clients Obligations

The client agrees to respond to any communication sent by the Company to the client within 3 days. If the client fails to respond within 3days the Company will send final communication notice via email or post. If the client does not respond to final communication notice, this will give the company permission to terminate this agreement. The client agrees to notify the Company any communication between the client and NCAA, NAIA, CCCAA and NJCAA coaches. The client agrees to comply and follow instructions from the company to help them with the college recruiting process. The Client understands they should not be part of any other recruiting service while this agreement is active. The client understands to communicate with coaches within 48 hours from interest/proposals being passed to the client. If the client is paying monthly for the service, the client understands payments must be made on time.

10. Disclaimer

- The Client is responsible for acquiring all necessary insurances needed to participate in collegiate sports or meet requirements for the U.S.
- The Company is not responsible for decisions made by any United States Embassy in relation to Visa decisions.
- The Client is responsible to comply with all NCAA, NAIA and NJCAA compliances. The Company is not responsible for any decisions the NCAA, NAIA or NJCAA make.
- The Client must provide factual information to the Company. Failure to comply will result in termination and payment in full of marketing fee.
- Any content the Client provides to the Company may be used for promotional activities to help the Company deliver the service to the Client. Content may appear offline and online.
- The Client understands the Company Marketing Fee will apply for any offers they accept through the Company or via external offers for NCAA, NAIA or NJCAA schools.
- Breaching any terms or clauses 1,2,3,4,5,6,7,8 and 9 within this agreement gives the company permission to terminate this agreement without refund.
- The client understands they may not require all phases or stages within the Athletes USA College Marketing Service. Therefore the Company is not obligated