ALEXANDERS GRACE, LLC

LEADER AGREEMENT

This LEADER AGREEMENT (this “Agreement”) is made as of the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2016 (the “Effective Date”) by and among Alexanders Grace, LLC a Maryland limited liability company (the “Company”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an adult individual, residing in the State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Leader”).

 WHEREAS, the Company is a platform incubator company that intends to offer various business academies and certifications that provide life and business coaching, business training and skills to subscribers commencing in the fall of 2016;

WHEREAS, the Leader desires to become an affiliate representative for the Company;

WHEREAS, pursuant to the terms and conditions set forth herein, and as of the Effective Date of this Agreement, the Parties desire for the Leader to be deemed a “Leader” of Alexanders Grace;

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

1. Recitals. The Recitals shall be incorporated as if fully stated herein.
2. The Leader. The Leader’s activities for the Company shall include:

2.1. Contacting persons for the purpose of providing accurate information and enrolling prospective persons for Company’s online business academies;

2.2. Taking necessary steps to increase awareness in the online community about the Company and its programs;

2.3. Making efforts to locate well qualified persons for the Company and its business academies, certification programs, and other products and services;

2.4. Assisting interested persons with enrolling in Company’s online business academies, certification programs, and other products and services;

2.5. Completing tasks assigned by their assigned mentor/executive.

In order to achieve the above mission, the Leader is expected to devote at least 5 hours per week to the Company by participating in training calls, reviewing workbooks, and selling subscriptions. Each Leader shall be required to enroll at least one new Subscriber or Participant to the Company per calendar quarter.

1. Commission-based compensation. For each Subscriber that is referred to the Company by the Leader, the Leader shall earn a commission (the “Subscription Commission”). The percentage amount of the Subscription Commission depends on the Leader’s length of participation in the Company’s business academy. Namely, the Subscription Commission shall be:
2. 15% from the Effective Date until the Leader’s successful completion of their first quarter in the business academy (the “Q1 Completion Date”),
3. 20% from the Q1 Completion Date until the Leader’s successful completion of their second quarter in the business academy (the “Q2 Completion Date”), and
4. 25% after the Q2 Completion Date.

The applicable percentage shall be multiplied by the gross amount actually received from the Subscriber to determine the amount of the Subscription Commission for a particular Subscriber. The Subscription Commissions shall be paid monthly, on or before the 15th of each month, for the immediately preceding month. For example, the Subscription Commission for July shall be paid on or before August 15.

 3.1. *Bonus compensation*. The Leader shall be entitled to bonus compensation (“Bonus Compensation”) each calendar quarter for cumulative enrollment of Subscribers and Leaders. The Bonus Compensation is as follows:

1. New Paid Subscribers (per calendar quarter)
2. 6-10 New Subscribers = $250.00
3. 11-15 New Subscribers = $500.00
4. 16 or more New Subscribers = $750.00
5. New Leaders enrolled (per calendar quarter)
6. 3-5 New Leaders = $250.00
7. 6-9 New Leaders = $1,000.00
8. 10 or more New Leaders = $1,500.00

The Bonus Compensation shall be calculated and paid within 30 days of the expiration of a calendar quarter. For the purposes of this Agreement, Q1 shall mean January 1 through March 31, Q2 shall mean April 1 through June 30, Q3 shall mean July 1 through September 30, and Q4 shall mean October 1 through December 31. Therefore, for example, the Bonus Commission for Q3 of a particular year shall be paid on or before October 30.

 3.2. Notwithstanding any term or condition of this Agreement to the contrary, the Leader will not be entitled to any compensation unless a subscriber enrolled by the Leader meets the Company’s admissions requirements and actually is admitted, enrolls, and pays the Company the applicable subscription fees.

4. Academy compensation. As additional compensation in consideration for completing the tasks set forth in Paragraph 2, the Leader shall have the right to attend a 1-year business academy operated by the Company at no upfront cost so long as the Leader remains in Good Standing (defined herein).

 4.1. If either of the parties terminates this Agreement and/or the Leader is no longer in Good Standing, the Leader shall be required to pay the 1-year subscription to the business academy in the amount of $2400.00, less a $200.00 credit for each month that the Leader was in Good Standing with the Company. If the parties cannot negotiate a payment plan, the remaining balance shall be due within 30 days of the termination of the Agreement and/or determination that the Leader is no longer in good standing. If the Leader desires to complete the business academy, the balance may be paid monthly at the rate mutually agreed upon by the parties (with such amount being no less than $100.00 and no more than $400.00) until the balance owed has been satisfied.

5. Equity-linked compensation. Subject to the restrictions, definitions and conditions set forth in the Phantom Stock Addendum, attached hereto and incorporated herein as Exhibit A, the Company has authorized ten (10) Phantom Stock Interests in the Company to the “Good Standing Leaders”, which shall become payable upon the occurrence of certain trigger events described in the Phantom Stock Addendum.

*The parties acknowledge and understand that the aforementioned Phantom Stock Interests are not securities, membership interests, or stock in the Company, and receive no voting or management rights. Rather, the Phantom Stock Interests provide those certain Good Standing Leaders as defined in the Phantom Stock Addendum, a contractual right to receive compensation upon the occurrence of certain triggering events (i.e., the sale of the Company to a third party).*

 6. Miscellaneous Commission Provisions.

 6.1. The Leader agrees that it is the Leader’s collective and exclusive responsibility to pay all employment taxes, insurance premiums, and local, state, and federal taxes related to the commissions paid in accordance with this Agreement. No FICA (Social Security), FUTA (Federal Employment), or local, state or federal income taxes will be withheld from payments to the Leader. The Leader further acknowledges that the Company will provide notice to the Internal Revenue Service of all sums paid pursuant to this Agreement.

 6.2. The Company reserves the right to implement bonus programs for high producing Leaders. Such bonus programs shall be subject to the sole discretion of the Company, and the Leader hereby acknowledges that the anticipation of any such bonus did not factor into his/her/its decision to execute this Agreement.

 7. Company Obligations.

7.1. The Company will prepare online modules (commencing September 1) on the 8 pillars of business success for distribution by the Leader to potential subscribers. In addition, each calendar quarter the Company will distribute a “Create Miracles” book with online applications and exercises.

7.2. The Company’s business academies will be one-year programs. The Company will prepare the content for the programs, modules, and calls used by the subscribers to complete the business academy.

7.3. The Company will provide program brochures, application forms, and other appropriate materials. Leader shall not: (i) distribute any other documents or materials describing the Company, including but not limited to its programs, facilities, policies, procedures, standards, fees and expenses, unless such materials have been reviewed and approved in advance by the Company in each instance; (ii) make any representations relative to Alexanders Grace, which are in conflict with the materials provided by and/or approved by Alexanders Grace; or (iii) make any promises or representations regarding Alexanders Grace relative to matters which are not expressly covered in the materials provided and/or approved by Alexanders Grace, without first obtaining written clarification from Alexanders Grace.

8. Termination. The term of this Agreement shall begin on the Effective Dateand extend until the agreement is terminated in writing (the “Termination Date”). This Agreement may be terminated by either party giving thirty (30) days written notice to the other party. The Company shall pay any commissions and/or prorated bonuses within 15 days of the Termination Date and/or the date in which said commission or bonus would become due (whichever is later).

 8. Confidentiality*.*  The Leader acknowledges and agrees (a) that all intellectual property and any other plans, specifications, designs and other documents and materials created pursuant to this Agreement or related to the services to be provided hereunder and any information, work in progress, trade secrets or other secret or confidential matter related to the business or projects of Company constitute confidential information (“Confidential Information”); and (b) that the Leader shall not use, copy or disclose to any person, firm or corporation any such Confidential Information, unless such use, copying or disclosure is necessary to accomplish the duties of the Leader hereunder and has been authorized in writing by the Company. Moreover, for the purposes of this Agreement, Confidential Information shall not include information that:

 8.1 was obtained from other sources and is already known to the Leader at the time of execution of this Agreement;

 8.2 is or becomes known to the public (or the marketplace in which the Contractor conducts business) through no act of the Leader in violation of this Agreement;

 8.3 is approved for public release by Company; or

 8.4 becomes available to the Leader from an unrelated third party who is not to the Leader’s knowledge under an obligation of confidentiality to Company.

 Notwithstanding anything to the contrary in this Agreement, the Leader shall retain full title and ownership rights in and to any computer program, code, techniques, processes (including utility and design rights), copyrights, trade secrets, moral rights and any materials developed by or for the Leader, including any developments and derivative works thereto made independently of the Agreement (“Pre-Existing Materials”) which may be used or provided in the performance of the obligations hereunder as set forth in the Agreement. However, in the event that the Leader uses such Pre-Existing Materials in the development or function of a product or service offered by the Company, the Leaders shall grant a non-exclusive, perpetual (without regard to any termination), irrevocable, worldwide, fully paid-up, assignable and transferable license to such Pre-Existing Materials owned or licensable by the Leader to the Company.

 9. Indemnity*.* The Leader shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. The Leader shall indemnify and hold the Company, their collective officers, agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including reasonable attorney fees, arising from any action or inaction performed by the Leader and/or any of their principals, officers, employees or agents during the course of this Agreement.

 10. Non-Competition. The parties stipulate that the Confidential Information has significant commercial value. To that end, during the term of this Agreement and extending for five years after the termination thereof (the “Non-Compete Period”), the Leader shall not promote, represent, support or otherwise market companies that directly compete with or perform functions similar to the products and services provided by the Company.

 11*.* Disputes*.* This Agreement is governed by the laws of the State of Maryland, and any dispute arising hereunder which is not resolved after first using the *Alternative Dispute Resolution (ADR)* option of *Arbitration* must be brought in a court of competent jurisdiction in the State of Maryland. In the event of litigation, the parties agree to reimburse the prevailing party’s reasonable legal services fees, court costs, and all other expenses, in addition to any other relief to which the prevailing party may be entitled in law or in equity. *Arbitration*, however, shall remain the preferred first resort to dispute resolution by the parties bound by this Agreement.

 12. Miscellaneous.

12.1. Severability. If any provision hereof is found by a court of competent jurisdiction to be prohibited or unenforceable, it shall be ineffective only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable, nor invalidate the other provisions hereof.

 12.2. Integration*.* The Parties' entire understanding is set forth in this Agreement. Any prior or contemporaneous promises or understandings are superseded by the terms of this Agreement. This Agreement may only be altered by another written agreement executed by all Parties.

 12.3. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors, permitted assigns and legal representatives.

 12.4. Neither this Agreement nor any of the rights, benefits or obligations hereunder may be assigned or delegated by the Leader without the prior written consent of the Company.

 12.5. The captions and headings in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Agreement.

 12.6. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

12.7. All notices in connection with this Agreement shall be sent to:

To the “Company”:

Alexanders Grace, LLC

1419 Winter Pine Trail

Severn, MD 21144

with a copy to:

Price & Keir, LLC

 Attn: Edward G. Price

1777 Reisterstown Road- Suite 340

Baltimore, MD 21208

To the “Leader”

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 12.8. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of Maryland, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of Maryland, Baltimore County.

(Last modified – July 14, 2016)

For online users, the following statement should be a click the box agreement upon registration on the site.

\_\_\_ I have read, understand and agree to this Leader Agreement.

Optional Hard Copy Signature Page:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESS PARTY

 (The “Company”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ALEXANDERS GRACE, LLC

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: Brad Bergersen

 Title: Member

 (The “Leader”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name: Title: