

FREE ENTERPRISE FORUM STUDENT ENROLLMENT AGREEMENT



IBI GLOBAL

What You Receive

Your Tuition Includes:

- ✓ Pre-class materials to prepare you for the intensive educational experience.
- ✓ Income Builders Network program to access & communicate with graduates that have attended the Income Builders Class(s).
- ✓ MasterMind Support (High Performance Teams) and other events organized through the local graduate groups in mature markets.
- ✓ Consultations with Instructors (capitalists, franchise and licensing experts, TV producers and many other specialties).
- ✓ Ongoing encouragement by the members of your team for your project through completion.
- ✓ All classroom education materials.
- ✓ Discounts for returning Graduates to future Forum Classes.
- ✓ Meals from the Orientation Dinner through Graduation Night.
- ✓ Access to the Web Network System.
- ✓ Free Re-audits at Forum Weekends.
- ✓ The Student Success Guide
- ✓ Audio Training Tapes
- ✓ National Newsletters and Bulletins.
- ✓ Training by & access to IBI Instructors.

IBI GLOBAL CONSUMER DISCLOSURE INFORMATION

NOTE: The following is provided as a consumer service and offers information concerning IBI's Free Enterprise Forum Class prior to executing a purchase decision.

1. The Income Builders Class is a business skills training produced on a best efforts basis by IBI Global, a legal corporation. Third-party contractors instruct each IBI class. Some, but not all, of the instructors have teaching experience with Fortune Companies. Instructors are responsible for the content of their presentations and IBI makes no claim, endorsement or warranty regarding the content of any specific topic of instruction.
2. The IBI program seeks to teach business skills that will help to develop and expand potential entrepreneurial opportunities for attending students, by providing information and opportunities to network. No assurance can be provided that the student will apply the information learned in class in the manner intended, or that a specific future result may occur. No guarantee, warranty or representation is made by IBI to the student. Each student by contract agrees to hold IBI harmless and indemnifies IBI from any claim liability or refund without limitation. IBI operates a "no" refund policy, as all IBI educational product sales are final at the time they are delivered.
3. Students agree to complete the DIRECTORY BUILDER online registration form including photo identification, within 72 hours of signing this contract. IBI local community service managers will assist with this requirement prior to arriving at the designated class, or enrollments may be declined.
4. IBI limits its obligations and liabilities to the production of a class and to the terms of the student enrollment agreement. No other obligations, claims, warranties or undertakings between the company and student exist or may be inferred. This contract supersedes and replaces any and all consumer disclosure and remains the exclusive and only binding agreement between the parties without modification or limitation of any kind as of the date this contract is executed.
5. The IBI program is designed to demonstrate new teaching techniques to large groups of people. One goal of this form of training is to create higher performance in education and to showcase the IBI Super Teaching system. No assurance can be made attending students will be satisfied with this system of teaching or the content offered in the IBI program. Suitability is the sole responsibility of the attending student and no claim or liability against IBI may be implied to exist. Students agree to keep information related to Super Teaching confidential and private to the group of attending students.
6. All enrollments to the IBI Class are final. Students unconditionally release IBI from any claim now or in the future for tuition refunds regardless of their use or satisfaction level, for the IBI educational product, and such release is unconditional and may not be modified at a later date. All sales are final when product is delivered without exception. This disclosure supersedes any and all claims made by others by stipulation and execution of this contract.
7. The IBI class is marketed by independent contractors who also pay tuition to attend IBI classes. A community service fee is provided to IBI contractors to support local community events, workshops and ongoing entrepreneurial services offered in some communities from time to time through such self employed contractors. Student/consumers release IBI Contractors for any claims real or imagined, stipulating that IBI has no direct control or influence over the contractor business. Student/consumers agree not to enter into any contract with IBI Managers without receiving prior written consent to do so via the terms of this governing contract which limits such relations to avoid potential conflicts of interest.
8. Students attending the class should expect that the effort required to develop new income from application of each training will be substantial. Those seeking to improve their financial results must invest long-term efforts toward such objectives over which IBI has zero influence and or control. Any such new income results solely from the student/consumers individual follow up and application. The student acknowledges that it may take months or years to realize results from IBI trainings, and that it is possible no results may materialize whatsoever. IBI makes no claims regarding future student performance or results. IBI specifically advises students that activity related to raising capital must proceed with third party legal advice. IBI is held harmless for legal compliance issues related to student activities over which IBI has no knowledge, influence or control specifically as it relates to student-to-student agreements; payment of local, state or federal filing fees as may be required in some activities of business by law; payment of taxes; any and all state or federal legal compliance work; capital development plans and execution, and any action related to consumer activities, and each student stipulates IBI is relieved from and indemnified from any liability for student business undertakings in or outside the IBI program.
9. The IBI program is produced to be one of many helpful resources for consumers seeking to increase personal or business income. Specific claims that IBI had any responsibility for student activities during or following IBI's educational program, are deemed null and void by this legal contract such that IBI has full recourse to damages and legal fees from the student consumer under this contract clause should such claims be made. IBI limits its legal representations between student/consumers and the corporation its officers and its directors, solely to the delivery of a seven day residency training such that "delivery" constitutes fulfillment of this contract. IBI may reschedule any class at any time at its sole discretion. IBI is released from liability of any kind related to its teaching and training work with the student. The student waives any right to make such claim now or in the future when signing this contract. Student information on the world wide web may be outdated or require correction such that this contract supersedes any and all representations regardless of form and becomes the sole legally binding agreement between the parties as of the date of execution. Third party contractors with IBI do not represent the views or policies of IBI and this contract supersedes specifically any claim or information provided by third parties or any individual such that this contract becomes the sole and governing agreement between the parties without restriction or limitation and is the only agreement upon which the student consumer relies when making their purchase decision for the educational product. IBI may terminate its on going support or service to any individual student/consumer at anytime at its sole discretion with or without notice and such right is reserved exclusively to IBI Global without limitation.
10. IBI further reserves the right to preclude access to its ongoing support and network services at any time and student agrees they will cease all contact and network when notice is provided to student or former enrollee "to cease and desist". IBI further reserves the right to revoke, at any time student access to its classes and programs where it has been determined by Management that the conduct of the student is disruptive or contrary to the terms of this agreement or the policies of IBI.

NOTICE: THIS AGREEMENT CONTAINS LEGAL OBLIGATIONS OF BOTH PARTIES AND SHOULD BE READ CAREFULLY.

STUDENT INFORMATION:

(Please Print Clearly)

received ____/____/____	1st ltr ____/____/____	kit ____/____/____
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Name: (Mr./Mrs./Ms.) Last: _____ First: _____

Residential Street Address: _____

City: _____ State: _____ Zip: _____ Email: _____

Phone: Home: () _____ Work: () _____ Fax: () _____

Occupation/Project: _____

I. APPLICATION, TUITION AND CLASS COST SUMMARY:

- The tuition paid for each IBI Global Class includes pre-class study materials, printed curriculum materials, handouts, instructor fees and meals from Orientation dinner (typically Tuesday night) through the Graduation dinner (typically Friday night) of each class week. Students MUST be registered at the Host hotel in order to attend Super Teaching class sessions unless the Host Hotel has been sold out. Hotel room charges are paid by the student outside this contract as are uncovered meal charges. Tuition is a price formula including rates for family members, business partners, teens, spouses when attending together. Local IBI managers will explain the tuition plan most suitable for your needs prior to signing this contract. Delivery of IBI educational product, constitutes final sale under terms of this contract whether the student is present or not and no other requirement of IBI shall be required. Student attendance is not required under terms of this contract, which limits performance solely to IBI delivery of the educational product without warranty of student satisfaction in any form.
- Students must attend all IBI class sessions without exception, if present when such product is delivered, such that private meetings during IBI class sessions are prohibited. Students may not book hotel meeting space during IBI classes. Unauthorized student to nonstudent meetings on site at IBI will be deemed grounds for expulsion resulting in forfeiture of tuition without recourse. Students agree to leave any IBI class now or in the future, immediately upon being requested to do so by an IBI authorized executive, or hotel security, or by outside law enforcement officers (who may use this clause as legal authority) without disturbance or contract to other students from the instance such request is made. Students agree they will neither use or permit use of illegal drugs of any type at IBI classes. Students under doctor supervision for serious emotional, mental or stress related illness must seek prior doctor approval to attend IBI classes. IBI relies on student warranty under this agreement that such approval has been granted. IBI is held harmless for and indemnified from any and all related program liabilities without limitation including personal injury, as well as liabilities of a financial or emotional nature without limitation. No recourse or claim may be made to IBI now or in the future related to liabilities of any kind whether real or imagined by the consumer, from the date of this contract execution forward.
- To secure a reservation to IBI educational programs a nonrefundable deposit of \$500 is required. SPACE IS LIMITED and all space reservations are made on a FIRST COME/ FIRST SERVE basis. Students are encouraged to make their reservations IMMEDIATELY! Student PRE-CLASS materials will be sent upon receipt of a signed enrollment contract and deposit. This contract is binding upon the date of execution. IBI may reschedule the date any student receives the educational product at IBI's sole discretion to a future time set by IBI and noticed to the consumer, without limitation.
- Applicant further agrees to pay the remaining balance of the tuition by bank cashiers check or by approved credit card payment, now or prior to the start date of each class or IBI may withhold delivery of its product. Class Admission will be denied until tuition payment is completed.
- Enrollment forms and nonrefundable payments are to be conveyed by overnight means to:

IBI STUDENT RESERVATION DESK (Certified Funds Required)

200 Lime Quarry Road • Madison, AL 35758 • PHONE (256) 774-5444 • Fax (256) 772-4436 • www.ibiglobal.com

- All tuition proceeds are non refundable. Failure to attend an IBI class will result in all tuition proceeds being applied to a future class without student right or entitlement to refund under terms of this contract. The student agrees to hold harmless IBI for refunds due to acts beyond its control including but not limited to acts of war, terrorism, natural disaster, unforeseen government or agency actions or any other unforeseen occurrence which precludes delivery of its product to the student.
- Attendees agree they will not sell or market consumer seminar products for their own account or on behalf of any third party indirectly or indirectly via the IBI network, nor make any network membership information available to third party vendors. Such activity shall result in a per contact stipulated damage fee of \$500.00 under terms of this contract.
- No wholesale solicitation via email may be made (spamming) by students to the IBI program graduate, without evoking a \$500.00 per occurrence stipulated damage clause. No student will contract market or otherwise engage in business with Managers contracted with IBI Global without prior written release from IBI nor may students solicit IBI Managers to be on his/her "team" without evoking a \$500.00 per occurrence stipulated damage clause as a conflict of interest.

Full Registration Fee

Spousal Fee

TOTAL ENROLLMENT TUITION	\$ _____	\$ _____
LESS DEPOSIT WITH APPLICATION	\$ < _____ >	\$ < _____ >
BALANCE OF TOTAL TUITION DUE	\$ _____	\$ _____

Student confirms reservation of space at the Free Enterprise Forum:

Class # _____ Date _____

NOTE: All non-refundable tuition fees and deposits are due and payable in U.S. Funds. A deposit should be paid within 72 hours. The balance of the total tuition is due within 10 days of the date shown on this enrollment form unless written extension is provided by IBI.

CREDIT CARD INFORMATION: M/C VISA Amex DC Account #: _____

Cardholder's Signature: _____	Amount to Charge to Card: _____
Cardholder's Name: (Please Print) _____	Expiration Date: _____

AGREEMENT: The parties herein have read and agree to the terms and conditions as stated in these pages of the agreement, which shall become effective as of the date set forth below:

_____ Student Signature	_____ Date	_____ Student Printed Name
_____ Spouse/Life Partner Signature (If attending)	_____ Date	_____ Spouse/Life Partner Printed Name
_____ Manager Information	_____ Date	_____ IBI Representative/ Area Manager

II. STUDENT WARRANTIES AND INDEMNIFICATION

1. All IBI students agree to make and guarantee hotel room reservations at the designated IBI host hotel by calling the hotel within 72 Hours of signing this agreement. IBI is not responsible for hotel room charges. If host hotels are sold out, Guests will make reservations at nearby hotels via support from local IBI managers coordinating such details.
2. Student cancellation for any reason will result in application of tuition proceeds toward the next available Forum Class. All reservations are final at the time of enrollment. Student waives authority to void or cancel credit card sales with the sponsor bank, agreeing enrollments are irrevocable and final. Student further agrees IBI fully delivered "the product" when the class following this contract signing was hosted and the student forfeits all right or claim to refunds of any kind under terms of this contract without exception.
3. Student agrees to hold IBI harmless from any and all claims that may or may not result from application of class information. IBI assumes no liability for (and student agrees to hold IBI harmless from) any arrangement, business contract, agreement or any other form of decision students may or may not elect to pursue as a result of class training. The student acknowledges that IBI exercises no influence or control over the decisions of the student and is therefore indemnified by the student for any and all potential liability whether real or imagined, that may now or in the future emanate directly or indirectly as a result of the use or application of class information. IBI is held harmless from any student-to-student dealings and provides no implied endorsement for third party student or faculty standings, products, services, or backgrounds without exception. Student specifically holds IBI harmless for any real or imagined claim without limitation arising out of this agreement except its obligation to deliver the services set forth herein, by specifically agreeing that no legal obligation or agreement may be implied or made other than as set forth herein, and that this contract supersedes any and all third party claims or understandings of any kind between the parties whether written or oral, and that this agreement is the only binding obligation between the parties.
4. Student agrees to avoid any act that would directly or indirectly compete with any business of IBI or its affiliate companies for a period of five (5) years from the date this agreement is signed. Students further agree to avoid any act that would harm the business goodwill of IBI or the Income Builders Class in the general market place. Student also agrees to allow IBI to utilize any video images or photographs that may be taken of the student during the IBI Class for promotional, commercial, broadcast or other use without fee or recourse to IBI and said blanket video release shall be deemed to be for a minimum period of fifty years following each IBI class instruction, which shall include subsequent classes including free weekend classes the undersigned may attend. Students agree to assume personal and business liability for IBI business damage should the student breach the goodwill clause of this contract in any form.

III. INCOME BUILDERS CLASS WARRANTIES

1. IBI will provide a business skills educational training program. No claim or warranty is made or implied regarding student application of class information or performance results that may occur in the future. The Income Builders Class will include a FIVE-day special course curriculum designed to improve income performance for many students. IBI approved trainers will conduct and instruct each class. No guarantee or warranty is made or implied. Student waives any claim or right to refunds for part or all of their tuition and releases such right noting this contract is fully perfected when IBI's educational class is delivered without limitation. No claim for dissatisfaction or buyer's remorse applies to this contract, all sales are final, and a zero refund policy is clearly set forth between IBI and the student. IBI specifically restates its zero refund policy on its website and in pre class preparation material to which consumers may also have access. However, only this contract may be relied upon when discussing legal obligations between the parties. IBI makes no claim the student will be satisfied with its educational product and students accept the risk they may not be satisfied and proceed stipulating tuition is non refundable.
2. Hotel classroom space charges including audio, video and related costs for each classroom on site at the host hotel for all class dates will be paid from student tuition fees. All training, course material and related training aids are included in tuition receipts along with costs related to on site coaches, mentors and faculty. IBI expenses also include program meal functions, teacher fees and related costs, break foods and refreshments for the Income Builders Class, and all course materials including workbooks, videotapes, CDs and related at-home study materials, and all course materials. Tuition does not include transportation to or from the host hotel, sleeping room accommodations, uncovered meal charges, or room incidental charges, which are paid by the student outside this contract. Students may not bind IBI in any form.

IV. REFUND POLICY

1. Termination by the student, including defaults under this agreement, regardless of cause, will result in forfeiture of prepaid deposits and tuition. Exception: Refunds requested within 72 hours of issue date of this completed enrollment agreement and deposit will receive a prompt and courteous refund of all deposits and proceeds. No other form of refund will be made under terms of this agreement.
2. All claims and disputes arising out of, or relating to this Agreement or the breach thereof (except actions seeking injunctive relief) shall be decided by binding arbitration in accordance with the Federal Arbitration Act. The parties acknowledge that this Agreement involves substantial interstate activity between the parties. Other than the Arbitration provision, this Agreement shall be construed and enforced in accordance with the laws of the State of Alabama. The parties further agree that the arbitration shall take place in Huntsville, Alabama and that final judgment may be entered upon the arbitration award in accordance with applicable law in any court having jurisdiction thereof. The prevailing party shall be awarded fees and expenses, including reasonable attorney's fees, in connection with such dispute. No substitution as to form or forum for dispute settlement may be made by either party. Student agrees they must resolve all disputes using binding arbitration while keeping such issues of the dispute confidential within the context of the student warranty on "goodwill" expressed in this contract. Students making claims to third parties in breach of this contract clause agree to also submit "highlighted" copies of this contract (with all clauses and agreements by the student highlighted) to the third party when making such claims. Students agree to pay all litigation and related expenses IBI must bear to obtain injunctive relief, without limitation, including restraining orders should student seek remedy to disputes under this contract through third party claim in any form, other than confidential binding arbitration as set forth herein.

V. SPACE RESERVATION

1. IBI agrees to reserve space for the student whose name appears on this form and their group, providing each member of the group (including teens) signs individual enrollment forms, and each student understands they must sign independent enrollment contracts with IBI to attend IBI Free Enterprise Forums without exception. Space for each class is limited. IBI reserves the right to place students on a waiting list. IBI also reserves the right to overbook class space. IBI will convey the Pre Class Training to each student (unless enrollment is too near class, whereby obligation by IBI to do so is waived) along with a welcome letter, as confirmation of class space being held in the student's name(s).
2. Cancellation by the student of IBI class space creates a business damage to IBI which results in forfeiture of fees as previously discussed herein without right of claim or recourse of any kind by the student. IBI may, due to circumstances beyond the control of IBI, change or substitute class dates for a new class date and such events may include acts of war, terrorism, natural disaster, government action, hotel disaster or mismanagement, or other unforeseen events beyond IBI's control or influence without limitation. In the event of such substitution students agree all terms and conditions of this contract remain binding and in full force. Notice of substitution or termination of class space, may be made by IBI at its election by posting such notice via email, on its world wide web site, and without further obligation of notice of any kind. Failure to receive such notice by the student shall not be deemed grounds for any claim by the student against IBI and all such rights are deemed null and void by this agreement. IBI warrants it has historically delivered its class as promised while still reserving the right to substitute one class date for another at its discretion by providing electronic notice to students as set forth herein.

VI. AGREEMENT AND CONFIRMATION

1. Upon affixing his/her signature the student agrees to the terms and conditions set forth in the IBI Global Student Enrollment Agreement. No other agreement exists between the parties and this Agreement supersedes any and all prior oral or written understandings between the parties. No claim or obligation except as set forth in this form is recognized between the parties, and the Student Enrollment Agreement sets forth the full and complete agreement. The Student Enrollment Agreement is a legal contract between the parties and is binding as of the date of execution. Should any clause of this agreement be null and void in a court of law all remaining clauses shall remain intact and binding upon the parties. This agreement represents the full and complete agreement, with a term set at five years, and may not be modified in any manner without the expressed written consent of the parties hereto.