



TOPGUN OPTIONS LIFETIME AGREEMENT

This agreement is entered into as of the _____ day of _____, 2024 between **TOPGUN Options LLC**, 1300 N. Federal Highway, Suite 202 Boca Raton, Florida 33432 (hereinafter "TGO") and _____ (hereinafter "the Customer").

RECITALS

WHEREAS Customer desires to enter into a business arrangement with TGO whereby he/she will be granted a 'Lifetime membership' to use products and/or services under the conditions and promises as set forth below:

PRODUCTS AND/OR SERVICES:

In exchange for consideration of \$10,000 USD payment to TOPGUN Options LLC (or 12 monthly payments of \$1,000), and a charitable donation of \$5,000 to the No Fallen Heroes Foundation, Customer shall receive the following Lifetime services (one-year total value \$26,000):

MAX Afterburner Self Directed Investment Club, Hunters Self Directed Investment Club, Weekly Options on Futures, Solo AMZN, Weekly Options, Primary Live Trade Brief, Accelerated Retirement/Weekly Debrief, in addition to all future products and services provided by TGO.

Customer agrees to and will be charged a \$495 annual maintenance fee every January 1st (regardless of date Customer joins). Failure to pay maintenance fee will result in loss of Lifetime membership.

Lifetime membership may be transferred to an immediate family member designated here: _____

INDEMNITY:

Customer agrees to defend, indemnify, and hold harmless TGO and its officers, directors, employees, independent contractors, instructors, coaches and their related companies from and against all damages, liabilities, costs, losses, expenses, claims, and/or judgments, including legal costs and reasonable attorney's fees, and disbursements which he/she may incur or become obligated to pay arising out of or resulting from (i.) the activities of the Customer; (ii.) the breach by the Customer of any of its representation, warranties, covenants, obligations, agreements or duties, including but not limited to infringement of Trade Secrets as acquired under this Agreement, and (iii.) claims of injury or otherwise arising from the sales of any products or services pursuant to this Agreement.

MISCELLANEOUS:

'Lifetime' membership vests after 1 year. If during Customers initial year TGO ceases operations the Customer will be issued a prorated refund. If TGO ceases operations after 1 year of Lifetime membership Customer agrees that TGO has fulfilled all obligations in this agreement. No refunds will be issued for 'acts of God' or other unforeseeable circumstances that preclude fulfillment of services set forth in this agreement. 'Acts of God' which render TGO unable to deliver services terminates this agreement and there will be no refunds or pro-rated refunds.

Customer agrees not to sell or provide electronic access or share the confidential proprietary, non-recoverable material and information with any other person outside his immediate family or household and agrees that any release of this information will irreparably harm TGO and will be liable for all damages.

This agreement is the entire agreement and neither TGO nor Customer shall be required to perform any obligation not so defined in this agreement.

Any amendment, modification, change or waiver of this Agreement shall in writing and signed by TGO and Customer.

The effective date of this agreement shall be the date upon which the Customer tenders consideration for the products and/or services to be acquired by Customer.

This Agreement may only be voided within the first three business days. The first business day is the day of sale with TGO. To terminate such Agreement without cause within the three days, Customer shall send a certified letter with delivery confirmation indicating his/her refusal of all services. Because the Customer is receiving confidential, proprietary and non-

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recoverable material from TGO, after 3 business days, this agreement shall be non-refundable.

Customer agrees and understands that TGO reserves the right to substitute instructors as needed and/or modify, change, add, or remove services.

Nothing in this Agreement implies or may be construed to imply a joint venture or employer/employee relationship between Customer and TGO.

Customer understands they may be removed from services if they become disruptive or have a negative impact on other TGO members. There is no refund or prorated refund for removal from services under this clause.

IN WITNESS WHEREOF, Customer hereby understands and agrees to all the terms and conditions as defined herein and on the TGO website [warranties](#) and [terms & conditions](#) pages, and in consideration of such promises and representation by TGO.

Customer hereby agrees to pay for services by wire/ACH (or monthly payments via credit card):

Wiring instructions:

\$10,000 USD
TOPGUN Options LLC
Chase Bank
853 S. Federal Highway
Boca Raton, FL 33432
(561) 226-1627
Account number: 911739873
Routing number: 021000021

\$5,000 USD
No Fallen Heroes Foundation
Chase Bank
853 S. Federal Highway
Boca Raton, FL 33432
(561) 226-1627
Account number: 837510210
Routing number: 267084131

I, _____, (CUSTOMER) agree to the terms and conditions of this agreement on the ____
day of _____ 2024.

Printed Name

Signature