



AICOMMERCE PARTNERSHIP PROGRAM AGREEMENT

THIS AGREEMENT is made effective and entered into on (the “Agreement Date”), by _____, (hereinafter referred to as “**Client**”), and AICOMMERCE GROUP FZCO (hereinafter referred to as “**Company**”), a Dubai, United Arab Emirates Company, located at IFZA Business Park, 56411-001, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates.

Client’s Name

Client’s Business Partner/Spouse

Client’s Email

Business Partner/Spouse Email

Client’s Phone

Business Partner/Spouse Phone

Client’s Address

Business Partner/Spouse Address



1. DELIVERABLES

As part of the AICommerce Done-For-You Program, the Company agrees to provide the following services to the Client:

- **Dedicated Account Manager** - The Client will be assigned a dedicated Account Manager who will serve as the primary point of contact throughout the engagement. This includes a private 60-minute onboarding and strategy session ("Master Plan Call") and ongoing support related to store performance, campaign updates, product testing, and scaling strategy.
- **Private Slack Channel** - The Client will be granted access to a private Slack workspace where they can submit questions, communicate with their Account Manager, and receive ongoing support. Responses are provided on business days, typically within 24 hours.
- **Product Research & Testing** - The Company will perform product research and launch products on the Client's behalf, using its proprietary criteria and historical performance data to identify high-potential opportunities. Products will be selected, tested, and optimized through live campaigns.
- **Ecommerce Store Development** - The Company will fully build and configure the Client's Shopify store, including technical setup, theme design, app integration, and essential automations to support a smooth customer experience and backend operations.
- **Ad Creation & Campaign Management** - The Company will create, launch, and actively manage paid advertising campaigns for the Client's products. This includes ad copywriting, creative development, campaign structure, audience targeting, optimization, and scaling. You can choose between TikTok or Meta Ads.

Note: The Client is solely responsible for all ad spend costs. The Company does not control or retain any portion of the ad budget.

2. PAYMENT OPTIONS

1. **Full Payment** – A one-time payment of USD \$40,000, due at the time of enrollment.
2. **In-House Payment Plan** – A structured payment plan arranged directly with an AI Commerce representative, subject to the terms and conditions agreed upon at the time of enrollment.
3. **Third-Party Financing** – A payment plan financed through one of the Company's Buy Now, Pay Later (BNPL) partners, including but not limited to **Affirm, Klarna, Elective, or PayPal**, subject to the terms and approval of the respective financing provider.

4. **Automatic Payment Authorization:** By selecting a payment plan option under Section (2) or (3) above, the Client expressly authorizes the Company to process automatic payments for all subsequent installments using the same payment method provided for the initial transaction. In the event an automatic payment fails, the Client's access to the Program will be temporarily suspended until the outstanding balance is resolved. If payment remains delinquent, the Company reserves the right to permanently revoke access to the Program and terminate all associated services unless the Client brings the account current. The Client acknowledges and agrees that they remain fully responsible for all outstanding payments, even in the event of access suspension or termination.
5. **Vendor Identification:** For U.S.-based transactions, payments may be processed by CORVIN GROUP INC, a U.S.-based LLC owned by the Company and authorized to accept payments on behalf of AICOMMERCE GROUP FZCO. Charges may appear on the Client's bank or card statement as CORVIN GROUP INC, or through the Company's authorized payment processing partners, including but not limited to "Fanbasis," "Authorize.net," or "Elective."

3. PROFIT SHARE AGREEMENT

To support long-term success while keeping the Client's upfront costs low, the Company operates under a performance-based profit share model following the initial launch period.

- a. **Profit Share Amount:** The Client agrees to pay the Company a profit share of twenty percent (20%) of the store's net profits, as defined below, only after the initial 180-day onboarding period and once the store is cashflow positive.
- b. **Profit Share Term:** The Client retains 100% of all profits earned during the first 180 days from the date of the store's ad launch. After 180 days, and once the store is generating consistent cashflow-positive returns, the Company will begin collecting the agreed upon percentage (%) of net profits, provided the Client wishes to continue receiving ongoing ad management and scaling services.
- c. **Profit Calculation** - "Net profit" is calculated as:

Gross Sales minus:

- Refunds & Returns
- Ad Spend
- Cost of Goods Sold (COGS)
- Processing Fees (e.g., Stripe, Shopify, PayPal)
- Any relevant business-related expenses
- Monthly credit card or financing payments related to the program (if applicable)

This ensures profit share is only collected after all real, recurring business costs are accounted for, including those related to program financing



The Company will issue a monthly invoice on the 1st of each month, covering profit share for the prior 30-day period.

The Client must provide and maintain “Viewer” access to their Shopify dashboard using the email support@aicommerce.co to allow accurate revenue and performance tracking

- d. No Liability or Equity Claim:** The Company’s entitlement is limited to profit share or agreed service fees during periods of active DFY engagement. The Company assumes no liability for business losses, debts, taxes, or operational failures and does not hold any ownership, equity, or legal interest in the Client’s business. If no profit is generated, no payment shall be due for that period.

4. REFUND AND WORK FOR FREE GUARANTEE

The Clear ROI Commitment

We’re committed to helping you build a real, profitable eCommerce business, not just another store.

How the Guarantee Works:

If you commit to providing at least \$55/day in ad spend over a 90-day period (a minimum of \$5000 total), we handle everything else: product research, store setup, campaign creation, testing, optimization, and scaling.

Our system is designed to identify high-performing product and ad combinations that generate a strong Return on Ad Spend (ROAS), typically 1.7X or greater, and put your business in a cash flow positive position.

What Does Cash Flow Positive Mean?

Cashflow positive means your store generates more revenue than the combined cost of:

- Ad spend
- Cost of goods sold (COGS)
- Shipping
- Refunds
- Software/platform fees



- Financing or minimum monthly credit card payments related to initial program investment to AI Commerce (if applicable)

In simple terms: you're making money after all core expenses are covered.

Cashflow positive doesn't mean you're profitable from the very first dollar spent.

In most cases, early ad spend is about gathering data and finding what works, and once a winner is found, the profits can scale quickly.

For example:

If you spend \$1,000 in ads and see little to no return, but on the next \$1,000 you find a product that produces a 1.7X ROAS, that single campaign can offset the early losses and shift the business into profitability.

That's how ecommerce works: we test to find the gold. Once we find a winning campaign, we can scale it with confidence, and winning campaigns tend to become more profitable over time, not less.

We don't just aim for a short-term win, we build momentum, data, and long-term profitability.

This Is a Partnership

This is not a magic button, it's a business partnership.

We bring the team, tools, and strategy. You bring the budget, trust, and long-term mindset.

Once we find a campaign that works, where you're putting \$1 in and seeing \$1.7 or more in return your growth depends on your willingness to reinvest profits back into the system.

Our role is to help you become cash flow positive.

Your role is to stay cash flow positive by continuing to fund what works and scale sustainably.

We'll help you build the engine, but you fuel the growth.

A More Than Fair, Two-Tiered Guarantee

If you do your part and the system doesn't deliver, you'll have two options, because we don't believe in keeping your money if we can't help you win.

Guarantee Eligibility Requirements

You qualify for the guarantee if:



- You invest at least \$5000 in ad spend over 90 active campaign days, AND
- Our team tests a minimum of 5 unique products, AND
- We are unable to produce an ad campaign that achieves at least 1.7X ROAS, sustained long enough to validate that it can scale profitably
 - *A successful campaign is defined as one that averages 1.7X ROAS or higher for at least 10 consecutive days with consistent ad spend. A short spike or isolated result will not void the guarantee unless performance is sustained.*

We define “5 product tests” as 5 full-cycle campaigns, each with its own product, creatives, and angles, launched with real spend and given enough data to perform. This is not surface-level testing, it’s meaningful, results-driven execution.

Your Two Options

If the conditions above are met and no campaign reaches 1.7X ROAS, you may choose one of the following:

Option 1:

Full Refund of Your AICommerce Program Investment

We will issue a refund of the NET amount paid directly to AICommerce for the program.

Please note:

- This refund does not include any ad spend paid to Meta, TikTok, Google, or any other platform
- It does not cover financing fees, interest, third-party payment plan charges, or payment processing fees charged by your bank or credit provider
- The refund will reflect the net amount actually received by AICommerce, after any merchant processing fees (e.g., Stripe or PayPal fees)

This ensures you recover your investment in us, not including external, third-party costs outside of our control.

Option 2:

90 Additional Days of Support at No Extra Cost



We'll continue working hands-on with your store for another 90 days, including research, product testing, campaign creation, optimization, and support, at no additional service fee.

(You remain responsible for funding ad spend.)

If your store still isn't cash flow positive at the end of the second 90-day window, we will offer a final strategic review and growth plan, based on the data collected during testing. At that point, you'll have a live store, validated campaigns, and clarity on next steps, even if you're still ramping to full profitability.

Visibility & Communication

Throughout your campaign, you'll receive regular performance updates and have full visibility into testing, product selection, and ad results via our client dashboard or project workspace. We believe in full transparency, this is your business, and you should always know where it stands.

Important Clarifications

- The 90-day clock begins when your store is live and ads begin to run
- If ads are paused due to website updates, product research, or internal changes by our team, those days do not count toward the 90-day total
- If your ad account is suspended for reasons outside our control (e.g., Meta, TikTok, or Google reviews), the clock is paused until ads resume
- You must maintain active access to a funded ad account, capable of supporting \$55/day in ad spend, up to the \$5000 threshold

What Voids the Guarantee

This guarantee will be voided if:

- We launch a campaign that achieves 1.7X ROAS or higher, indicating the store is ready to scale profitably
- You pause or underfund campaigns, fall below the \$55/day ad spend requirement, or revoke access to essential tools or platforms
- You interfere with the strategy, decline product testing, or delay key approvals that impact execution

How to Activate the Guarantee

If you've met the criteria and wish to request either option, you must:



- Submit a written request to mary@aicommerce.co and/or support@aicommerce.co within 10 business days after concluding the 90-day test campaigns
- Our team will review your campaign performance and provide a written decision within 10 business days of receiving your request

5. TERMS OF SERVICE. The Client acknowledges that they have read, understood, and agree to be bound by the Company's Terms, as set forth at:

- <https://aicommerce.co/disclaimer>
- <https://aicommerce.co/terms>

6. PAUSING MEMBERSHIP. If the Client experiences exceptional circumstances—such as family, personal, or work-related matters—that impact their ability to actively participate in the Program, they may request to pause their membership or defer their start date. The Company will make reasonable accommodations for such circumstances. However, during a membership pause, the Client is not eligible to receive any coaching or related services.

To remain in the Program, the Client must submit a request along with all necessary documentation to our support team at support@aicommerce.co for review and approval.

7. BNPL FINANCING Acknowledgment: The Company may offer access to third-party financing options (“Buy Now, Pay Later” or “BNPL”) through providers such as Affirm, Klarna, PayPal Credit, or others, to help facilitate enrollment. These financing arrangements are made directly between the Client and the respective lender. The Company is not a lender or broker and does not guarantee loan approval, terms, or outcomes. While the Program may be marketed under “Pay-As-You-Profit” messaging, this refers to the Company's performance-based service delivery model—not a deferred or conditional financial arrangement. Clients who use BNPL remain fully responsible for repayment to the lender according to the terms of their financing agreement, regardless of business outcomes or satisfaction with the Program. The Client acknowledges that the financing agreement is a legally binding obligation independent of any results generated through the Program, and that no refund, guarantee, or financial contingency alters the Client's responsibility to repay the loan in full.

8. INDEMNIFICATION. The Client agrees to defend, fully indemnify, and hold harmless the Company, along with its affiliates, agents, team members, and any other associated parties, from any and all claims, damages, losses, liabilities, costs, and expenses incurred as a result of the Client's participation in the Program. This indemnification includes, but is not limited to, any third-party claims (including reasonable attorney's fees) arising directly or indirectly from the Client's actions, decisions, or use of the Program.

9. CONFIDENTIALITY. This Agreement constitutes a mutual non-disclosure agreement between the Client and the Company. Both parties agree not to disclose, use, or permit the use of any Confidential Information obtained from the other party for any purpose outside the scope of this



Agreement without prior written consent. “Confidential Information” includes all non-public, proprietary, or sensitive information disclosed by either party—whether orally, visually, electronically, or in writing—including but not limited to business plans, strategies, intellectual property, training materials, coaching strategies, marketing methods, software, systems, financial data, client information, internal communications, recorded calls, emails, chats, and all documents or materials marked as confidential. Confidential Information does not include information that (a) is or becomes publicly known without breach of this Agreement, (b) is lawfully obtained by the receiving party from a third party without restriction, or (c) is independently developed by the receiving party without reference to the disclosing party’s Confidential Information.

The Client further agrees not to disclose, copy, use, distribute, or repurpose any proprietary or confidential information belonging to other Clients in the Program. Violation of this clause may result in liability to the affected party and the Company shall be held harmless from any related claims. Either party may disclose Confidential Information when required by applicable law, court order, or government regulation, provided that the disclosing party gives prompt written notice to the other party (where legally permitted) and cooperates in limiting such disclosure to the extent legally allowable. The Company retains the right to securely store and archive all communications, content, and deliverables related to the Client’s participation in the Program for compliance, quality assurance, and record-keeping purposes, including any legal requirements.

These confidentiality obligations shall survive the termination or expiration of this Agreement for a period of two (2) years. Both parties acknowledge that a breach of this Section may cause irreparable harm not compensable by monetary damages. Accordingly, the non-breaching party shall be entitled to seek injunctive relief, in addition to any other remedies available under applicable law.

10. APPLICABLE LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the Dubai International Financial Centre (DIFC), United Arab Emirates. Any dispute, controversy, or claim arising from or in connection with this Agreement—including, but not limited to, its validity, enforceability, breach, or termination (a “Dispute”)—shall be resolved exclusively through binding arbitration under the Dubai International Arbitration Centre (DIAC) Rules.

11. EARNINGS DISCLAIMER. The Company does not guarantee or warrant any specific financial outcome as a result of participating in the Program. The Company is not responsible for the Client’s earnings, financial gains, or losses, nor any increase or decrease in finances based on the information provided within the Program. Any testimonials or financial information shared on the Company’s website, in sales materials, or from past and current Clients are individual experiences and should not be interpreted as a guarantee of similar results. Individual outcomes will vary.

12. REPRESENTATIONS. Client acknowledges that The Company has made no representations or guarantees other than those expressed herein; Client has not relied thereon; and The Company specifically disclaims any other representations or warranties.



13. SEVERABILITY. If any provision of this Agreement shall be held unenforceable such provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions of this Agreement shall otherwise remain in full force and effect.

14. NON-SOLICITATION. To maintain a professional, supportive, and distraction-free learning environment for everyone in the Program, the Client agrees not to pitch, promote, or offer any products or services to other Clients without prior written approval from the Company. Soliciting other Clients for outside business purposes—whether directly or indirectly—is considered a material breach of this Agreement and may result in immediate removal from the Program without refund.

Additionally, to protect the privacy of all participants and preserve the integrity of our training systems, the Client agrees not to contact or privately message other Clients unless the interaction takes place through officially approved Company channels (e.g., group coaching calls). This helps ensure a safe and collaborative space for everyone and allows our team to monitor interactions for training, support, and accountability purposes.

If you'd like to collaborate or connect with another Client in a way that falls outside these guidelines, you're welcome to reach out to the coaching team or support@aicommerce.co for approval—we're happy to help facilitate things when appropriate.

15. NON-DISPARAGEMENT. We genuinely care about your experience, and we're committed to delivering the best support possible. **If at any point you feel dissatisfied or believe you're not receiving the level of coaching or service you expected, we ask that you reach out to our founder, Peter Szabo, at peter@peterszabo.co or message him directly on Slack. Our goal is to resolve any concerns directly, so you feel delighted every step of the way.**

By signing this Agreement, you agree not to post or share any false, harmful, or damaging statements—written, spoken, or online—about the Company, its team, or services. This includes social media, forums, public reviews, or direct messages to other Clients or prospects. We're all about open communication, and if something isn't right, we want to make it right—privately and constructively.

If a Client violates this clause, it may be considered a serious breach of the Agreement and could result in termination of access to the Program and services without refund. The Company also reserves the right to pursue any legal remedies available under applicable law.



16. USE OF SUCCESS STORIES FOR PROMOTIONAL PURPOSES. The Client acknowledges and agrees that the Company may use the Client's successes, testimonials, results, case studies, and other related achievements for marketing, advertising, and promotional purposes. This includes, but is not limited to, use in social media posts, advertisements, website content, email campaigns, and other promotional materials across all media formats, whether currently known or developed in the future.

The Client further agrees that the Company may reference their name, business name, likeness, and general results obtained through participation in the Program, provided such information is presented accurately and respectfully. The Client grants the Company a non-exclusive, royalty-free, perpetual, worldwide license to use this information for the purposes described herein.

If the Client wishes to remain anonymous or restrict the use of specific details, they must notify the Company in writing via email at support@aicommerce.co prior to any such use. The Company will make reasonable efforts to accommodate such requests but reserves the right to use aggregated or anonymized data for promotional purposes.

17. SECTION HEADINGS. The headings and titles used in this Agreement are included for convenience only and shall not limit, modify, or otherwise affect the interpretation of any provision herein. The substance of each section governs, regardless of how the section is labeled.

18. TERMINATION FOR CAUSE. The Company reserves the right to terminate this Agreement and suspend or revoke all services immediately in the event of material breach, fraud, non-payment, misrepresentation, or refusal to comply with operational requirements. In such cases, no refunds or reimbursements will be issued.

19. ENTIRE AGREEMENT. This Agreement, including all appendices, constitutes the full and complete understanding between the parties and supersedes all prior agreements, understandings, and communications, whether written or oral.

20. FORCE MAJEURE. The Company shall not be liable for any delay or failure in performance resulting from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, civil unrest, natural disasters, government actions, labor disputes, or failures of internet service providers or hosting services.

21. ELECTRONIC ACCEPTANCE. By signing this Agreement electronically, the Client acknowledges and agrees that the electronic signature has the same legal force and effect as a handwritten signature and that the Agreement may be stored and executed digitally.



By signing this Agreement, the Client expressly consents to this clause unless otherwise communicated in writing.

SIGNED:

Client Name: _____

Client Signature: _____

Date: _____

Client Email Address: _____

Company Authorized Representative: Peter Szabo

Company Authorized Representative Signature: _____

Company Authorized Representative Date of Signing:

AGREED TO AND ACCEPTED BY:

Client Name

Client Signature

Date



**APPENDIX A:
DISCLOSURE OF IMPORTANT INFORMATION ABOUT BUSINESS OPPORTUNITY**

Based on the required form by the Federal Trade Commission, Rule 16 C.F.R. Part 437

Name of Seller: AICOMMERCE GROUP - FZCO

Address: IFZA Business Park, 56411-001, Dubai Digital Park, Dubai Silicon Oasis, Dubai, United Arab Emirates

AICOMMERCE GROUP - FZCO has completed this form, which provides important information about the business opportunity it is offering you. The Federal Trade Commission, an agency of the federal government, requires that AICOMMERCE GROUP - FZCO complete this form and give it to you. However, the Federal Trade Commission has not seen this completed form or checked that the information is true. Make sure that this information is the same as what the salesperson told you about this opportunity.

LEGAL ACTIONS: Has AICOMMERCE GROUP - FZCO or any of its key personnel been the subject of a civil or criminal action, including any FTC Rule, involving misrepresentation, fraud, securities law violation, or unfair or deceptive practices, including any FTC Rule, within the past 10 years? **NO.**

CANCELLATION OR REFUND POLICY: Does AICOMMERCE GROUP - FZCO offer a cancellation or refund policy? **YES - attached in the contract above.**

EARNINGS: Has AICOMMERCE GROUP - FZCO or its salesperson discussed how much money purchasers of this business opportunity can earn or have earned? In other words, have they stated or implied that purchasers can earn a specific level of sales, income, or profit? **YES - Earnings Claims Statement below.**

REFERENCES: In the section below, AICOMMERCE GROUP - FZCO must provide you with contact information for at least 10 people who have purchased a business opportunity from them. If fewer than 10 are listed, this is the total list of all purchasers. You may wish to contact the people below to compare their experiences with what AICOMMERCE GROUP - FZCO told you about the business opportunity.

Note: If you purchase a business opportunity from AICOMMERCE GROUP - FZCO, your contact information can be disclosed in the future to other potential buyers. There's clients on this list running 6-7 figure businesses. Their time is valuable, so they may choose to reply at their own discretion. If you choose to move forward after having spoken to a client of ours, we may credit the last person you spoke to with a small affiliate commission to cover at least a fraction of their time's worth.

Name	Country	Email address
Frankie Fihn	CA	frankfihn@gmail.com
Rob Rammuny	US	rammuny@gmail.com
Levente Redecky	SK	leventeredecky@gmail.com
Aron Bara*	SK	aronbara9@gmail.com
Joe Moffet	US	joe@masterlifebydesign.com
Eric Collins	US	emc@backbonemethod.com



Daniel Nguyen	US	danielnnguyen16@yahoo.com
Justin Devonshire	UK	bodyshapebootcamp@gmail.com
Kevin Nosworthy	US	kevinnosworthy@yahoo.com
Tim Matthews	UK	tim@thepowerfulman.com

*A past client that's later been hired by our agency – for transparency's sake.

Signature : _____

Date: _____

Sales person: _____

By signing above, you are acknowledging that you have received this form. This **appendix A** is not a purchase contract. To give you enough time to research this opportunity, the Federal Trade Commission requires that after you receive this form, AICOMMERCE GROUP - FZCO must wait at least seven calendar days before asking you to sign a purchase contract or make any payments. **Alternatively, we offer an extended 7-day cooling off period (no questions asked refund window) from the date of reviewing this document.**

EARNINGS CLAIMS STATEMENT AS REQUIRED BY LAW

AICOMMERCE GROUP - FZCO can not guarantee specific returns or results in certain time frames. While we highlight some top 1% client experiences, we also provide data from this survey on our average client's results.

More info on: <https://aicommerce.co/customer-survey-results/> & <https://aicommerce.co/disclaimer/>

How would you rate Peter Szabo Programs?	ited in total sales using the strategies Peter ta	otal sales using the strategies Peter taught in	nd finally, would you recommend it to a friend
4.4	\$86,200.97	\$353,793.07	92.1%
	\$7,160.46	\$29,482.76	

Based on survey data collected from 312 customers across Peter Szabo Programs between 2020 – 2025, the average customer (including those that didn't launch their business or invest in paid ads) made **\$7,160.46 per month in revenue.**

Those that launched their business & invested in paid ads made an average of **\$29,482.76 per month in revenue.**

On the right, you can see data from our Typeform survey.

First, you see the "big picture" showing over 1100 customers were invited to the survey.

- 418 have submitted the form.
- 312 have submitted their 12 month sales volumes.
- 215 have reached the final question whether or not they'd recommend us to a friend.

Out of 215 customers 92.1% would recommend us to a friend.

On average we were rated a solid 4.4 stars out of 5.

Acommerce Group > Peter Szabo Programs Survey

Smart Insights Create Logic Connect Share Results

Insights Summary Responses (215)

All time All devices

Big picture

Views	Starts	Submissions	Completion rate	Time to complete
1,121	1,534	418	27.2%	16:03

What's your name?	What's your email?	How would you rate Peter Szabo Programs?	
Al	le	nk.jp	5
Tr	tr	mail.com	5
M	n	i.com	3
M	n	il.com	3
Jc	s	mail.com	4
Lr	le		5
Pl	p	v.de	5
Sl	s	om.au	5
Zi	z		5
Ci	c	com	5
H	z	mail.com	5
Fr	fr		5
M	n	m	5
Sc	s	mail.co.uk	5
Pi	fr		5
St	k	om	4
Al	bu	ok.com	5