

VPND Financial Tech LLC

Training Services Agreement

This Training Services Agreement (“Agreement”) is a legal agreement between you and VPND Financial Tech LLC, Inc. (“VPND”) and states the terms and conditions that apply to all purchases of training services provided by VPND. “You” and “your” as used in this Agreement shall mean you individually and the entity on whose behalf you are obtaining training services. We suggest you keep a copy of this Agreement for your records

You hereby acknowledge and agree to the following:

- A. **Training Services.** Upon your payment of the training fees and your acceptance of this Agreement, VPND shall register you for the training for which you have selected. The training fee is non-refundable. The unused portion of the fee is refundable only in case of emergency in which students have to leave the training early. All trainings will be conducted by VPND on the date and at the time specified by VPND. You are prohibited from recording any VPND provided trainings and may not permit a third party to record any VPND provided trainings.
- B. **Requirements.** You must download the free trial version of NinjaTrader platform from this link: <https://ninjatrader.com>, obtain the prerequisite VPND software licenses covered in the training, must have a laptop with at least mid-level specifications capable of connecting to the internet, and such laptop must run operating systems of Windows 10 either Home or Pro.
- C. **Confidential Information.** You agree not to use or otherwise disclose to any third party, without VPND’s prior written consent, any Confidential Information learned under this Agreement, including through the training sessions. In addition, you agree to take reasonable measures to protect the Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of the provisions of this Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information).
- D. **Proprietary Rights.** VPND and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, the “VPND Property”): (a) the Services, Documentation, and Work Product (b) all ideas, concepts, techniques, processes, know-how, modifications, enhancements, and derivative works that may be developed, conceived, or invented by VPND during its performance under this Agreement; and (c) all Intellectual Property Rights in and to the property described in clauses (a) and (b) above of this Section F. The Documentation is also protected under applicable copyright laws and Customer’s right to use the Documentation is limited to the terms and conditions set forth in this Agreement. All rights not expressly granted in this Agreement are expressly reserved by VPND. Customer will not remove, obscure or alter any notice of copyright, patent, trade secret, trademark, or other Intellectual Property Right, or disclaimer in the Documentation.
- E. **License of Deliverables.** In consideration for and upon payment of the fees set forth by VPND, and subject to the terms of this Agreement, VPND hereby grants to you a non-exclusive, fully-paid, non-transferrable, license to use and access the Deliverables solely for your internal business use. You are prohibited from sharing or disclosing with any third party (including any contractor or vendor) any Work Product resulting from the Services provided by VPND under

this Agreement, any Deliverables, or any Services, except with VPND's express written consent. Except as provided in this Agreement, VPND is not providing or licensing to you any existing or future VPND software programs, products, services, work product, or deliverables. You are not granted any right to commercialize or otherwise sublicense, transfer, assign, convey, or permit any third party to use or copy any Deliverables, Work Product, or Services, in whole or in part, or any improvements thereto.

- F. **No Hire.** You shall not hire any employee or contractor of VPND working under this AGREEMENT for the combined period of the term of the Agreement plus twelve (12) months following expiration or termination of the Agreement. If you breach this No Hire clause, you will pay VPND a fee equal to twelve (12) months services at VPND's standard billing rate for the hired employee or contractor.

G. Limitation of Liability

1. EXCEPT FOR LIABILITY ARISING UNDER SECTIONS D, E, OR F, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES (WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS). THIS EXCLUSION OF DAMAGES APPLIES EVEN IF THE DEFENDING PARTY HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES, AND HOWEVER THE DAMAGES HAVE ARISEN (WHETHER OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR SERVICES; OR ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR EXPRESS OR IMPLIED WARRANTY UNDER THIS AGREEMENT OR ANY THEORY OF LAW SUCH AS MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT)
2. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, VPND'S ENTIRE LIABILITY ARISING OUT OF THIS AGREEMENT WILL IN NO EVENT EXCEED THE FEES PAID BY YOU TO VPND FOR THE TRAINING SERVICES, WHETHER OR NOT THE ACTION OR CLAIM IS BASED IN CONTRACT, MISREPRESENTATION, WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY.

- H. **Definitions:** For the purposes of this Agreement, the following capitalized words and phrases not otherwise defined in this Agreement, shall have the following meanings:


1. "**Confidential Information**" means any information or materials, including but not limited to, technical data, know-how, business plans, financial projections, agreements with third parties, patents, patent applications, trade secrets, research, product plans, products, services, suppliers, customers, prices and costs, markets, software, developments, implementation plans, inventions, processes, technology, designs, drawings, engineering, hardware configuration, marketing, licenses, budgets and/or finances, that is provided by VPND to you, or that is otherwise learned by you about VPND through the performance of this Agreement and that has been identified as being proprietary and/or confidential or that by the nature of the information or the circumstances surrounding the disclosure or receipt reasonably ought to be treated as Confidential Information.

2. **“Deliverables”** means all deliverables provided to you by VPND as part of “Services” (defined below).
3. **“Documentation”** means all documentation VPND has delivered to you, whether in written or in electronic form during the Services and under this Agreement.
4. **“Intellectual Property Rights”** means all worldwide trade secrets, patents and patent applications, trademarks (registered or unregistered, including any goodwill acquired in such trademarks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (patentable or not) and all other intellectual property and proprietary rights (registered or unregistered, and any application or rights to enforce the foregoing), and all other similar rights as they may exist anywhere in the world.
5. **“Services”** means the training services pertaining provided to you by VPND under this Agreement.
6. **“Work Product”** means: (a) any Deliverables and any expression or result of the Services; and (b) the work, findings, analyses, materials, inventions, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, tools, applications, interfaces, enhancements, improvements, modifications, works, software, technical information, and other technology developed or created by VPND in the course of performing the Services.

VPND Financial Tech LLC

Printed name

By: Vinh Q Phan, CEO



Signature of Trainee

Signature