

# THE TRADE DESK-Cavida Inc.

## CLIENT EDUCATIONAL WEBINAR/WORKSHOP CONTRACT AND NON-DISCLOSURE

### **Premium Gold Package**

Please read over the following non-disclosure and non-compete agreement. If you agree to the terms and conditions as described in the agreement below, complete the required fields, including your initials and signature where appropriate.

#### **NON-DISCLOSURE AND NON-COMPETE AGREEMENT**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ between The Trade Desk- Cavida Inc. ("Company") and \_\_\_\_\_ ("Student").

The Company offers training and support services designed to educate students regarding the trading techniques which are often utilized in trading futures contracts. The Student is enrolling in the Company's training and participating in the provided support services, therefore in consideration of the mutual agreements set forth in this contract, the Company and Student agree to the following:

#### **Training :**

- a. Upon the Company's acceptance of this Agreement, the Company agrees to provide the Student with instruction in trading via a live two-week webinar workshop. The workshop will be conducted online through a web conference.
- b. For a period of a minimum of six (6) weeks immediately following the Student's completion of the workshop aforementioned in paragraph I.a., the Company agrees to provide supporting information which will allow the Student to participate in live simulated trading online with the Trade Desk as well as access to the Trading Room. This period is known as the "practice and reinforcement period." The Student understands that the workshop instructor will not provide advice or counsel in the form of trading advice.

**Payment:** The Student agrees to pay the non refundable sum of \$2995 to the Company in one payment in order to receive the materials and services provided within the Training outlined above in paragraph I. The cost covers the two (2) week long Trade2Live Workshop, any additional software currently being used within the webinar, and an additional minimum of six (6) weeks of live webinar trading with the Trade Group, as well as becoming a Member of the Family. After the first eight (8) weeks have been completed and student wishes to remain in the webinar, he/she must pay a \$200 per month webinar subscription fee.

**Premium Gold Package Special Bonus For those Premium Gold Members:** The Company will offer a one time bonus-which everyone who has attended the Live Trading Webinars has seen working every day as we trade. The two S&P Intraday Cycle Programs which were developed more than 30 years ago and have verified 80+% accuracy rate, are a vital part of our trading program strategies, will be given as a professional courtesy bonus at no cost to the Gold Members. These cycle programs are sent to you on two beautiful color, laminated charts and are good forever-they never change. You will be shown exactly how to read them and how they

are used in the Workshop Program taught by our Trade Desk. The original cost of these programs when we purchased them more than 16 years ago was \$25,000.00 for one and \$10,000.00 for the second (both are used together) and today they are no longer available to the public and might be worth considerably more just by themselves. You will have them for the remainder of your life at no cost as a member of the Premium Gold Family. **We use them EVERY day in our trading.** This is a limited ONE TIME availability. We consider the cycle programs to be vital roadmaps in our intraday trading patterns, and we sincerely believe it to be an absolute integral part of the full trading program. We believe it would be a serious mistake not to join the **Gold Program** whereby you receive the full \$35,000 cycle package for the \$1000 cost differential. **WE SIMPLY DO NOT TRADE WITHOUT THEM – EVER.** They act as intraday Emini ES roadmaps which are amazingly accurate. You can actually watch and follow the intraday cycles on one of the “road maps” as the Emini trades each day. Stunning.

The Student acknowledges and understands that during the training period he/she will gain access to the Company's Proprietary Information. The Student is both entitled and encouraged to utilize all of the information obtained through the training in order to learn how to trade futures contracts. The Student agrees to not use the Company's Proprietary Information for any purpose inconsistent with the terms of this Agreement.

The Student agrees that he/she will not, for any reason, disclose any of the Company's Proprietary Information to any person or entity, at any time without expressed written consent from the Company.

**Covenant Not to Utilize Proprietary Information to Compete with the Company:**

The Student agrees that he/she is enrolling in the training for the sole purpose of education his/herself with the goal of learning to trade futures contracts.

The Student agrees that he/she is not enrolling in the training for reasons associated with competing with the Company's business enterprise or otherwise obtaining the Company's Proprietary Information for any use inconsistent with the teachings of this training.

The Student agrees that for a period of three (3) years after enrollment in the Company's training, he/she will not directly or indirectly, on behalf of him/herself or on behalf of or in conjunction with others, as principal, agent, servant, or otherwise, to engage in, or have interest in, the same or competitive line of business, such as trading hotlines, webinars, chat rooms, trading software, or a similar business enterprise, now carried on the Company anywhere in the world.

**Reasonableness and Enforceability:** The parties hereto have attempted to limit the restrictive covenants set forth in this Agreement to the extent reasonably necessary to protect the Company's legitimate business interests. The Student acknowledges that the scope of paragraph

IV, restricting the disclosure of the Company's Proprietary Information, is reasonable. The Student acknowledges that the scope of paragraph V, restricting the use of the Company's Proprietary Information to compete against the Company, is also reasonable.

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Special offers can be listed in this spot and agreed upon.

Notwithstanding the foregoing, the parties recognize that reasonable people may differ in making such a determination. Consequently, the parties agree that if the scope of enforceability of the covenants set forth in this Agreement is in any way disputed at any time, a court or other Trier-of-fact may modify and enforce the covenants to the extent that it believes the covenants to be reasonable under the circumstances existing at that time.

**Representation:** By executing this Agreement, the Student represents that:

- a. No one affiliated with the Company has guaranteed that utilizing the Company's trading will result in profits or avoided losses;
- b. The Student is aware that futures trading involves a substantial risk of loss;
- c. In the Student decides to open a trading account, the Student will fund such an account exclusively with risk capital;

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- d. The Student is aware that the Company is not registered with the Commodity Futures Trading Association (CFTC) and is not a member of the National Futures Association (NFA) and thus the Student will not be afforded certain additional regulatory protections;
- e. Any reliance on information provided by the Company is at the sole risk of the Student. If the Student participates in transactions based on such information, the Student does so at his/her own risk. The Company is in no way responsible for any losses incurred by virtue of the Student's participation in such transactions; and
- f. The Student understands that the Company is not in any way affiliated with or the agent of any futures commission merchant (FCM), introducing broker (IB), commodity trading advisor (CTA), and/or commodity pool operator (CPO), and thus the Student agrees to indemnify and hold the Company harmless for the acts of such entities or individuals.
- g. The Student understands that if he/she opens a trading account, the Company is not responsible for losses incurred by the Student as a result of adverse market conditions, poor order execution, data feed problems, technical difficulties, market disruptions or suspension, or any other circumstances which may occur that could hinder the Student's trading.
- h. The Student understands that if he/she opens a trading account, the Student will be charged brokerage commissions for each contract. The Student understands that commissions will limit the Student's profitability.
- i. The Student understands that if he/she opens a trading account, market conditions may make it difficult or impossible for the Student to affect trades at the desired prices, limiting the Student's profitability.
- j. The Student understands that the Company provides real time screen charts and live data from any vendors' charts during the webinars, at the Company's discretion. The Company's Trade Desk explains and displays actual trades taken from the order entry platform, displayed from time-to-time, on the live screens and charts. This order entry platform is required to be an actual live demo account linked to the exchange servers, but not directly to any live trading account. The trades taken are actual, real-time, and live but are simulated. A simulated trading account is created specifically for the purposes of the Webinar Workshop. If the Student prefers to use any other vendor for real-time charting data, it will be the Student's responsibility to set up the charts and indicators.
- k. The Student acknowledges that he/she has read and understood all of the risk disclosures set forth in the Company's website ([www.thetradedesk.com](http://www.thetradedesk.com)) with regards to futures trading.

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**Dispute Resolution:**

General. Any controversy which touches or concerns this Agreement or the Student's enrollment in the Company's training to any degree, however slight, whether it will be between the Student and the Company or any of its shareholders, directors, officers, employees, agents, or affiliates, shall be resolved exclusively by binding arbitration administered by the American Arbitration Association under its rules for commercial disputes. Any arbitration shall take place in North Carolina, or as otherwise agreed by the parties.

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b. Relief. In any such controversy, the arbitrator may grant any relief, legal or equitable, interim or final, which could be granted by a court or competent jurisdiction. Further, the parties shall have the right to enforce this Agreement and to recover their respective costs and attorney fees incurred in enforcement, including any confirmation, modification, or vacate proceeding or appeal from such proceeding.

c. Moreover, this clause shall not preclude either party from seeking preliminary injunctive relief from any state or federal court, and the parties consenting to the jurisdiction of such court.

d. Authority. This Agreement shall be governed by and interpreted according to the laws of the United States of America and to the laws of the State of North Carolina. Additionally, this arbitration provision shall survive the termination of this Agreement and is governed by the Federal Arbitration Act. Student waives any objections, which he/she may have based on improper venue or forum non-convenience.

The Student, undersigned, by affixing his/her signature and full legal name below, states that he/she has read and understands the foregoing Agreement and agrees to be bound by its terms.

Commission Rule 4.41(b)(1)(I) hypothetical or simulated performance results have certain inherent limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not actually been executed, the results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve profits or losses. There have been no promises, guarantees or warranties suggesting that any trading will result in a profit or will not result in a loss.

- IX. **Terms** the term of the Agreement shall commence on the date set forth above and continue in full force and effect consistent with the terms and the scope of the restrictive covenants set forth in Sections IV and V, above.
- X. **Waiver** The failure of either party to exercise any right or remedy available to it under this Agreement or at law shall not constitute a waiver of the later exercise thereof.
- XI. **Severability** Any invalid or unenforceable provision of this Agreement shall not affect any other provision hereunder and the remainder of the Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be over broad, invalid or unenforceable by a court of competent jurisdiction, Company and Student agree that the court may modify or amend such provision to allow for enforcement to the maximum extent permitted under the law.
- XII. **Entire Agreement** This Agreement contains the entire understanding of the parties and may only be modified by a written instrument signed by both parties. Further, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors, and assigns.
- XIII. **Counterparts** This Agreement may be executed in two or more counterparts, any one of which shall be deemed the original without reference to the others.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Full Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone \_\_\_\_\_ Email: \_\_\_\_\_

Payment can be completed by: Check, Credit Card, or Bank Wire.

**Check**

Cavida Inc.  
P.O. Box 402  
McLeansville N.C. 27301

**Credit Card**

Name on Card \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

**Bank Wire Instructions:**

Bank of America  
ABA 026 009 593  
Swift Code: BOFAUS3N  
Burlington, NC USA  
For Credit: Cavida, Inc. Acct# 000 658 766 886

