



## AGREEMENT

This agreement will detail the terms and conditions related to those attending the InTheMoneyStocks "Stock Market Master Class - 2024" live in person seminar in Clearwater, FL. WHEREAS the Attendee will have access to a week long in person trading convention.

**COMMENCEMENT:** The seminar will begin on Monday February 5th, lasting until Friday, February 9th. The times will be 8:30am ET till approximately 5pm. (Please allow yourself room on both sides of the time frame for adjustments - Nick can tend to go longer or shorter, depending on the day.) Breakfast will be provided daily and beverages. Lunch breaks will be taken, the time of which will be announced on the day specifically.

**VENUE:** The seminar will be held at the AC Hotel Marriott, the address is, 4020 W Boy Scout Blvd, Tampa, FL 33607. Tel: 813-350-4020. Attendees are responsible for booking their hotel stay. We have secured a discounted room block at the event hotel and will supply a separate link for attendees to book, using our discounted group rate.

**DEPOSIT AND FULL PAYMENT:** Your deposit of \$1000, once made, is non refundable (this fee will be going directly towards securing your space). Your remaining balance of \$6500 will need to be paid in full by November 30th, 2023 in order to secure our "Early Bird" pricing. If your remaining balance payment is made after this "Early Bird" date, the full payment required will increase to \$8500. Your remaining balance is also non refundable once made.

**CONFIDENTIALITY:** As an attendee of this event, each individual undertakes, for the term of this Agreement, and after its expiration, not to, in any unauthorized manner, disclose, communicate, transmit, sell, circulate, make public or use the information which is designated as confidential (hereinafter referred to as the "Confidential Information") concerning the Enterprise or the material which is being taught during the event.

The Confidential Information includes any information relating to commercial secrecy or proprietary in nature, or any information kept secret/proprietary by the Enterprise may not be disclosed under any conditions (hereinafter referred to as the "Secret"). If the Secret is disclosed to the public by the will of the Attendee, the protection granted is no longer effective. In addition, the Attendee undertakes, except for information in the public domain, to maintain the confidentiality of Confidential Information belonging to or held by the Enterprise customers of which he/she becomes aware or gains information in the course of attendance and directly or indirectly, use, reproduce, disclose, divulge, sell, transfer, give, circulate or otherwise transmit to any person or make public such information (hereinafter referred to as "Customer Information"). The Attendee undertakes not to make any use of the Confidential Information and Customer Information.

The Attendee undertakes to take all necessary precautions to ensure the protection and confidentiality of any and all Confidential Information they may come in contact with during their attendance.

Subsequently to the termination of attendance to the Stock Market Master Class, with the Enterprise, and notwithstanding the cause of termination, the attendee undertakes to return to the Enterprise all material, equipment and/or document containing Confidential Information, Customer Information or which is the Enterprise's property, that is still in his/her possession or under her control - with the exception of trading tools and materials specifically provided for the purpose of the attendee to retain as part of the Seminar. The Attendee further understands that any and all equipment provided during their attendance is owned by the Enterprise and will remain in the possession of the Enterprise upon completion of the convention unless specified otherwise.

**VIDEO BROADCAST CONSENT:** The Attendee understands and consents to the details noted in APPENDIX C.

**TIME USAGE:** It is expected that Attendees respect and adhere to the schedule. Should you miss any of the seminar, there may not be a review of that topic specific; therefore, we stress that you make yourself available for the duration of the seminar. Nick will do his best to ensure every attendee gets full attention to every aspect of the seminar - questions are welcomed, however, please respect Nick's time and allow him to manage the room as he sees fit.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether oral and/or written,

**SEVERABILITY:** Any decision of a court declaring the nullity or unenforceability of one of the clauses of the Agreement will not affect the validity or enforceability of the other clauses of the Agreement. **MEDIATION** Before going to court, the Parties undertake to have recourse to a mediator in the event of a dispute concerning the performance or interpretation of this Agreement. **APPLICABLE LAW** The Agreement is governed by the applicable US and Florida state laws. **COMPETENT COURT** Any litigation relating to the validity, interpretation, execution, termination, consequences, and follow-ups of the Agreement will be submitted to the competent courts of the relevant district in Florida.

**INTERPRETATION:** The Attendee acknowledges that he/she has had the necessary time to familiarize themselves with the Agreement and has had the opportunity to ask any questions considered relevant, and to verify the extent of their rights and obligations prior to signing this document.

## **APPENDIX**

**A – CONTENT OF CONFIDENTIAL INFORMATION** The Parties agree that confidential information will mean: (i) Any information provided in written form or in any other form whatsoever, labeled "Confidential", and with a disclosure date. When transmitted verbally, confidential information is confirmed in a reasonable time by a written dated and labeled "Confidential"; (ii) Any information about suppliers, customers, business prospects, corporate or organizational structure, ownership, financial position, intellectual property, IT and technical systems development projects and generally the affairs of the disclosing party and the products and services it develops, distributes or markets, be it financial, commercial, technical or otherwise, including financial statements, strategic plans, business plans, her knowledge, trade secrets, know-how, its terms of sale or service and terms and conditions of contracts which it is

party, or that the information is not connected to the contract and whatever the medium; and (iii) Any information concerning the Agreement, its terms and conditions or other facts relating to the Agreement.

**B – EVENT ONLY:** This is not a contract for employment or commercial office space rental or usage. This contract herein details the opportunity to join InTheMoneyStocks, LLC for an in person convention for a week. Upon duly executing this agreement it is expressed consent that the parties involved fully understand the details herein. Anything deemed in violation of the terms set forth or office policies of the Enterprise will be terms for dismissal upon which the Attendee will be removed from the seminar with or without explanation. Entering into the seminar and signing this agreement displays the Attendees strict consent and understanding to this policy.

**B – 1: LIABILITY RELEASE:** In consideration of the Enterprise allowing the undersigned to make use of the venue and its facilities and equipment for the relevant purpose by which the Enterprise allows, the undersigned agrees to assume the foreseeable and unforeseeable risk of personal injuries related to the activity, and agrees to release, discharge, and hold harmless the Enterprise, its owner(s) and employees free from any and all liabilities, claims, cause of action, damages, or losses, which may be incurred by the undersigned in using said premises and its equipment and/or facilities, and which may arise from any reason whatsoever, specifically including, but not limited to, any negligence on the part of the owners, its employees, or losses arising from theft or for any other reason whatsoever.

**C – VIDEO, INTERVIEW & USAGE CONSENT AND RELEASE FORM:** I, (first and last name of “Attendee/Recorded Party”), \_\_\_\_\_ hereby authorize InTheMoneyStocks, LLC the right and permission to copyright and/or publish, reproduce or otherwise use my name, voice, and likeness in video, photographs, written materials, and audio-visual recordings. I acknowledge and understand these materials about or of me may be used for both commercial and/or non-commercial purposes. I further understand and consent that upon entering the seminar, I may be filmed or included in any in-office filming at any time.

I understand that my image may be edited, copied, exhibited, published and/or distributed. I also understand this material may be used individually or in conjunction with other media in any medium, including without limitation to print publications, digital publications, and/or public broadcast for any lawful purpose. There is no time limit on the validity of this release nor are there any geographic limitations on where these materials may be distributed.

I hereby acknowledge and grant InTheMoneyStocks, LLC and its employees, agents, licenses, successors, and third-party organizations all ownership rights and irrevocable right and permission to use, copyright, publish, sell, distribute, and/or promote the recorded video, photo, interview, and/or audio.

I understand that my participation is voluntary and that I may, at any time, discontinue my involvement before signing this document. If I choose to discontinue participation, I will notify the principal parties prior to entering the seminar.

I understand and release InTheMoneyStocks, LLC from any claims, demands, losses, damages, suits, and liabilities of any kind whatsoever in connection with the foregoing.

I hereby certify that I am over eighteen years of age and am competent to contract in my own name insofar as the above is concerned. If I am under eighteen years of age, my parents or legal guardians have read this document and have given their consent by signing below.

By signing this form, I acknowledge that I have completely read and fully understand the above consent and release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for marketing, educational, promotional, and/or any other lawful purpose whatsoever.

**SIGNATURE CONFIRMATION:**

By signing below I express my full consent and understanding to the terms and conditions detailed herein considering all subjects and agree to comply fully.

Attendee Full Name (please print):

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Attendee Signature:

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Date Signed:

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