

TRADING COACHING AGREEMENT

BETWEEN

VVS ACADEMY LLC

AND

DATED: _____

TRADING COACHING AGREEMENT

THIS TRADING COACHING AGREEMENT (“Agreement”) is entered into on _____ by VVS ACADEMY LLC (“VVS Academy”), an Arizona Limited Liability Company, with principal offices located at 5258 South Deborah Dr. Tempe, AZ 85283 and _____. VVS Academy will enter into this Agreement with the sole intent and purpose of providing coaching and training services to _____. Blake Olson (“Olson”) will be acting as an Agent of VVS Academy, and will provide Client with online coaching, mentoring, and training services through VVS Academy’s video course, online community, and trading coach(s).

A. WHEREAS, Client desires to receive certain coaching, recommendations, training services, and knowledge from VVS Academy, as a result of VVS Academy’s industry knowledge, training, experience, wherewithal, business connections, and online coaching record.

B. WHEREAS, VVS Academy, as a result of VVS Academy’s particular expertise, education, skill, success, knowledge, and experience in the trading industry, has developed a particular methodology and coaching system that is superior to other trading coaching systems on the global market.

C. WHEREAS, VVS Academy provides various services associated with trading techniques and training which is focused on improving the trading success of clients, including improving profitability, winning percentages, confidence, techniques, strategies, technical analysis. VVS Academy crafts a highly tailored and specialized training protocol for Client. VVS Academy’s knowledge and skill have been acquired over the years and the methodologies and training protocols incorporated by VVS Academy for VVS Academy’s Clients allow Clients the greatest opportunity to achieve their trading and technical analysis goals.

D. WHEREAS, VVS Academy, for valuable consideration and compensation, provides the highest level of online coaching, training, educational services, and protocols to train Clients. Clients, in turn, benefit from learning from an industry leader in the trading and financial market education services.

E. WHEREAS, Client recognizes the benefits derived from receiving information from VVS Academy and desires to enter into this Trading Coaching Agreement subject to the conditions prescribed herein. VVS Academy will be compensated for coaching and training the client pursuant to the terms set forth in this Agreement.

Therefore, VVS Academy and Client, hereinafter collectively referred to as the Parties, _____ agree _____ as _____ follows:

ARTICLE 1.
SERVICES PROVIDED AND TERMS OF SERVICE

The following are services provided by VVS Academy to Client in exchange for the payment and compensation listed below.

1.1 Online Trading Coaching. VVS Academy will grant Client access to video course and online community for Client to follow. The purpose of this protocol is to provide Client with knowledge and a communication platform in attempt at helping Client reach its trading and technical analysis goals. It is incumbent on the Client to watch the entire video course and stay engaged on the communication platform VVS Academy provided for Client in order for Client to maximize its trading and technical analysis results. Results are in no way, shape or form to be guaranteed or warranted, as more fully explained infra.

1.2 No Guarantee of Results. VVS Academy and Olson in no way, shape, or form, either expressly or impliedly guarantee the results of Client. Much of Client's results will be dependent on Client's focus, willingness to work hard, and other variables which are outside of VVS Academy and Olson's control such as Client's habits, financial instability, and working conditions. Much of the results, however, will be based off of Client absorbing education materials prescribed by VVS Academy.

1.3 Confidentiality of Agreement. Subject to the terms and conditions contained in this Agreement, Client will, at all times, maintain the strictest confidentiality of the training methods, techniques, proprietary information and trade secrets provided by Olson to Client. Client is not to share any trade secrets, methodologies, training methods, techniques, or proprietary information to any parties other than the Parties to this Agreement. Client is, under no circumstances, allowed to share, disseminate, store, transfer, convey, sell, discuss, or distribute, in any way shape or form, either written or spoken, any material given, provided, shared or discussed between VVS Academy, Olson and Client. All material, trade secrets, coaching techniques, training methods, and proprietary information are owned by Olson and VVS Academy only. A violation of this provision is grounds for civil action with monetary damages, including punitive damages.

ARTICLE 2.
CLIENT REPRESENTATIONS

2.1 Use of Photos and Testimonials. Clients hereby warrant and allow for VVS Academy and Olson to utilize the Client's likeness and image, including Client's photographs, uploaded photos and screenshots, emails, text messages, social media postings, communications between VVS Academy, Olson and Client, and testimonials. The purpose of this provision is to further VVS Academy and Olson's goodwill, promotion, marketing and client procurement.

2.2 Waiver of Liability. Client hereby irrevocable warrants that it will waive its right, the right of its heirs, assigns, estate or representatives for filling any and all claims for liability, whether in contract or tort, in law or in equity, against VVS Academy and Olson as a result of their engaging in this Agreement and the training and online coaching program, and any and all losses that Client may or may not realize or receive as a result of following VVS Academy's and Olson's trading protocols, recommendations, education, and instructions.

2.3 VVS Academy and Olson Do Not Replace Advice from a Financial Advisor. Client warrants, states, contends and promises, that at no point, either in written or spoken word, has VVS Academy or Olson contended VVS Academy and Olson are qualified financial advisors, consultants, financial professionals, or financial representatives, that provide financial advice, services or management of any investment accounts. Client fully understands, warrants, and contends that Olson, VVS Academy, and any of their employees, agents, representatives, coaches, or staff contend or represent themselves to be qualified financial advisors, consultants, financial professionals, or financial representatives, that provide financial advice, services or management of any investment accounts.

2.4 Duty to Communicate. Client hereby warrants, states, understands, contends and promises to regularly communicate with their Coach, whether it be Olson or any staff member or Coach of VVS Academy in order to promptly notify them of questions, concerns, updates, and advice regarding their training, technical analysis, and progress under the program offered.

2.5 Defamation. Client hereby warrants, states, understands, contends and promises to not make any defamatory statements of VVS Academy, Olson or any of their employees, agents, independent contractors, coaches, borrowed servants, or representatives at any point, irrespective of whether Client is still under the coaching and supervision of VVS Academy and Olson in the past or is no longer.

**ARTICLE 3.
PAYMENT AND COMPENSATION**

3.1 In consideration of Olson to execute this Agreement, the client will pay \$1,400** for lifetime access or \$200 per month for coaching to be tendered in any manner preferable and recommended by Olson. The length of “lifetime” is not indefinite but is tied to the length of operation of the company. In the event that VVS Academy LLC dissolves or no longer offers coaching services, the access to coaching described in this contract will be terminated. The client paid \$X** on DATE**. The rest will be paid DATE**. Olson is not required and will not give any refunds to the client after payment has been made. The client fully understands by signing this document that any funds paid are non-refundable.

- a. VVS Academy and Olson will commence work, training, and coaching once good available funds are tendered and in the possession and control of VVS Academy and/or Olson.
- b. All payments tendered to Olson and/or VVS Academy are nonrefundable.
- c. The Payment is consideration and compensation for Olson to coach Client duration of the trading program.
- d. All transactions are final and are in no way subject to any refund under any conditions.
- e. VVS Academy and Olson are able to terminate this Agreement, without required notice to be given to Client, should Client not be timely on payments.
- f. VVS Academy and Olson are hereby allowed to charge a credit card on file and Client herein agrees to establish automatic monthly recurring payments. Should Client cancel card, report it lost or stolen, or the card expires, Client must inform VVS Academy and Olson at the earliest possible convenience of the cancellation, stolen status, or expiration. Client will thereafter provide VVS Academy and Olson with the new credit card information from which VVS Academy is to withdraw funds from.
- g. A 5% late penalty interest will be accrued on balances that are not promptly paid. Any outstanding payments which exceed thirty (30) days will be sent to a collection agency without objection from Client.
- h. VVS Academy and Olson are in no way, manner, shape or form liable or responsible for any fees accrued from credit card companies or banking institutions. That cost will solely be borne by the Client.

**ARTICLE 4.
DISCLAIMER AND USE OF TESTIMONIALS**

4.1 Disclaimer. Olson and VVS Academy do not, under any circumstances, warrant or guarantee any specific results, guarantee any amount of income that will be received or earned, or any goals reached by Client. Results that Client achieves are in no way, shape, or form, guaranteed by Olson, VVS Academy, or any of their agents, employees, independent contractors, subsidiaries, borrowed servants, or by any other third party.

4.2 Use of Testimonials. Client hereby allows for Olson and VVS Academy to utilize any and all of Client's testimonials that Olson and VVS Academy find strategic and useful for their business. Client hereby irrevocably grants Olson and VVS Academy the right of use of Client's testimonials. Olson and VVS Academy may cease use and dissimulation of any such Client testimonials without warning and at Olson and VVS Academy's discretion.

4.3 Testimonial Professionalism and Restraint from Negativity. Client hereby agrees to always maintain the highest levels of professionalism when posting photos and messages to their social media postings. This includes the directive that Client will not post any derogatory, negative, or discriminatory language or opinions that would in any way be deemed to be harassing, unkind, or bullying to another party. Client is also to refrain from using profanatory and negative language on their social media postings.

**ARTICLE 5.
PROPRIETARY PROPERTY AND WAIVER OF CLAIMS**

5.1 Client's Use of the Proprietary Property. Client may use the Proprietary Property only in accordance with standards and specifications set forth in this Agreement to pursue Client's trading goals, so long as they do not violate this Agreement. Without limiting the foregoing, both during and after the terms of this Agreement. Client must use the Proprietary Property only in connection with the terms set forth in this Agreement and other authorized use in accordance with specific written direction from VVS Academy and Olson.

5.2 Infringement by Client. Any use of the Proprietary Property not in strict accordance with, or outside the scope of, this Agreement, without VVS Academy's and Olson's prior consent, infringes VVS Academy and Olson rights in the Proprietary Property. Should Client infringe on VVS Academy's and Olson's Proprietary Property, Client will be responsible for any and all damages, whether statutory or at common law, including any and all attorney's fees, costs, arbitration, mediation and courts costs relating to Olson's and VVS Academy's pursuit of claims against Client. Client is in no way, shape, or form, allowed to give away, share, dissimulate, exhibit, post, transfer, illustrate or discuss any confidential material exchanged between the Parties.

5.3 Ownership; Inurement Solely to VVS Academy and Olson. Except as expressly granted in this Agreement, Client has no ownership or other rights in the Proprietary Property. VVS Academy and Olson are the owners of the Proprietary Property.

5.4 Waiver of Claims. At any point, Client hereby agreed to irrevocably and unequivocally waive any and rights, whether in law or in equity, to file any claims, sue, demand or file any and all lawsuits, compel mediation or arbitration with Olson and VVS Academy, and any of Olson's or VVS Academy's employees, contractors, and managers relating to any business transactions entered into between the Parties by virtue of this Agreement.

ARTICLE 6. MONEY BACK GUARANTEE

6.1 Terms of money back guarantee. Client will receive a full money back guarantee so long as they watch all videos in the VVS Academy Full Course Program (hosted by vvs.edu), download all files and extras provided within video course, join private community, participate in at least one live zoom session, and do not complete any 1 on 1 coaching sessions. Client must request a refund within 10 days from their initial payment for this guarantee to be valid.

ARTICLE 7. WAIVER OF LIABILITY AND GENERAL PROVISIONS

7.1 Waiver of Liability. Client agrees to irrevocably hold Olson and VVS Academy, and their affiliates, designees, brokers, agents, and their respective officers, directors, representatives, employees, agents, independent contractors, family members, attorneys, and heirs harmless for any and all losses, whether in tort or contract, or any other statutory or common laws, liabilities, claims, demands, whether in law or equity, that may exist as of the Agreement Date relating to this Agreement or any other agreement including any and all claims, whether presently known or unknown, suspected or unsuspected, arising under this Agreement, or other laws of the United State, any state or locality.

7.2 Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, are binding upon, inure to the benefit or, and are enforceable by the parties and their respective personal representatives, legal representatives, heirs, successors and permitted assigns.

7.3 Notices. All notices, requests, demands, approvals, consents and other communications required or permitted under this Agreement must be in writing and must be (as elected by the person giving such notice) hand delivered by messenger or courier services, mailed by registered or certified mail (postage prepaid), return receipt requested, or sent by facsimile or email (provided the sender confirms the facsimile or email be delivering an original confirmation copy by mail or expedited delivery service).

7.4 Jurisdiction and Venue. Each of the parties irrevocably and unconditionally:

- a. Agree that any suit, action or legal proceeding arising out of or relating to this Agreement, or the relationship of the parties arising therefrom or from entering into this Agreement, must be brought only in Harris County, Texas.
- b. Waive any objections that he, she or it may have to the laying of venue of any such suit, action, or proceeding in any of such courts; and
- c. Agree that service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in the State of Texas.

7.5 Interpretation. Each of the Parties has been or has had the opportunity to have been represented by their own counsel throughout the negotiations, as well as at the execution of this Agreement and all the other documents executed incidental to this Agreement. Therefore, while this Agreement is effective as well as after its expiration or sooner termination, none of the parties may claim or assert that any provision of this Agreement or of the other documents should be construed against the drafter thereof.

7.6 Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement, and supersedes all other negotiations, understandings, and representations, if any, may by and between the Parties. No representation, inducement, promise or agreement, oral or otherwise, if any, not embodied in this Agreement, its Exhibits, or any other agreement related to this Agreement and expressly references herein is of any force and effect.

The parties have duly executed and delivered this Agreement as of the date set forth above.

VVS Academy LLC

