



Confidentiality, Non-Disclosure, and Non-Compete Agreement

This Confidentiality, Non-Disclosure, and Non-Compete Agreement (“**Agreement**”) is entered into this _____ day of _____, 20____, by and between ULTIMATE SCALPER LLC, a Delaware limited liability company (“**Ultimate**”), and the student who has executed this Agreement below (“**Student**”).

Ultimate Scalper offers a training course and support services designed to educate Student about various trading techniques to be utilized in trading in certain futures contracts (“**Training**”). The course is intended for educational purposes only. Student desires to enroll in the Training solely for educational purposes. Course materials explain the Ultimate Scalper Methodology. These trades may or may not have been implemented by Ultimate or its employees, and they may in fact at times have held positions counter to those identified. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed in the course materials. The "Ultimate Scalper" trading course is neither a solicitation nor an offer to buy or sell commodity interests.

1. **Training.** Ultimate shall provide Student with Training, which shall include certain written materials that Ultimate deems valuable as an educational aid to instruct and inform Student. Ultimate shall not provide, and shall not be deemed to provide, advice concerning trading or counsel in the form of trading recommendations. Should Student rely upon any information provided by Ultimate, Student shall do so at Student’s sole risk, and Student agrees that Ultimate shall have no liability for losses or other damages that Student might incur.

2. **Non-Disclosure.** Ultimate has developed the Training, including without limitation, course materials and related information, and devoted a substantial amount of time and effort with regards thereto at substantial cost to Ultimate. Student acknowledges the preceding, and agrees that the preceding shall be deemed to be Ultimate’s Proprietary Information (“**Proprietary Information**”), together with all written and online course materials, marketing and advertising materials and methods, trading methods, charts, including methods of operations, publications, and business practices, and any other materials reviewed and demonstrated to Student by Ultimate. The term Proprietary Information shall be broadly defined and construed for all purposes concerning this Agreement.

Student also acknowledges that Ultimate derives both actual and potential economic value from having its Proprietary Information kept confidential and not disclosed to third parties who could potentially profit or benefit from it. Student understands that the disclosure of any Proprietary Information by Student could result in substantial damage to Ultimate, which damage would be irreparable and extremely difficult to quantify. Company engages in substantial efforts to keep its Proprietary Information confidential and from being disclosed to third parties.

In consideration of receiving Training and being given access to certain Proprietary Information, Student agrees to hold in strict confidence all Proprietary Information, use such Proprietary Information only for the purposes of the Training and not for any other purpose, and not disclose any Proprietary Information to third parties unless Ultimate has provided its specific written consent to Student prior to any disclosure or sharing of Proprietary Information, or unless required by law, legal process, rule, regulation, or regulatory authority. In the event Student is requested or required by law to disclose any Proprietary Information, Student shall provide Ultimate with prompt prior written notice of such request so that Ultimate may seek an appropriate protective order and/or waive compliance with the provisions of this Agreement. Any consent given by Ultimate for Student to be able to disclose Proprietary Information may be conditioned on the requirement that Student obtain from the third party a written agreement providing for the third party to be subject to the same restrictions and requirements respecting use, nondisclosure, and confidentiality as contained in this Agreement. Any such consent shall not be deemed a waiver of Ultimate's right to refuse future or further consent.

The restriction on disclosing Proprietary Information includes Student's agreement not to photocopy, scan, reproduce, or otherwise replicate for any third party any or all of the Proprietary Information.

3. **Non-Compete.** In consideration of receiving Training and being given access to certain Proprietary Information, Student agrees to not use any of the Proprietary Information, directly or indirectly, for competitive purposes against Ultimate or for any purpose other than for and in connection with the educational purposes inherent in the Training. Student acknowledges that Ultimate has a legitimate business interest in preserving its business of offering training courses, and that competition in that business from anyone including Student who uses Ultimate's own Proprietary Information against Ultimate as competition would be an unfair business practice. Therefore, Student agrees that for a period of three (3) years after commencement the Training, Student shall not, directly or indirectly, for Student's own behalf or on behalf of others, as a principal, agent, employee, joint venture, consultant, etc., engage in or have an interest in, design, create, manufacture, sell, or otherwise deal in the same or competitive line of business as Ultimate within the United States of America, which line of business includes without limitation, trading or investing hotline, trading or investing chat room, trading or investment software, or similar or related business activity.

4. **Litigation.** If any party or any of its officers, directors, employees, agents, or representatives is requested in any judicial or administrative proceedings, or by any governmental or regulatory authority to disclose any Information provided under this Agreement, that party will give the other party written notice of such request as promptly as practicable. If in the absence of a protective order, that party or any of its officers, directors, employees, agents, or representatives are nonetheless compelled to disclose any Information, that party may make such disclosure without liability under this Agreement provided that party gives the other party written notice of the Information to be disclosed as far in advance of its disclosure as is practicable and uses its reasonable good faith efforts to obtain reasonable assurance that confidential treatment will be accorded to such Information.

5. **No Warranties/Guarantees.** Ultimate makes no representation or warranty, express or implied, as to the accuracy or completeness of any of the Proprietary Information provided to Student, or as to ability of Student to profit or gain after receiving Training. Student agrees that neither Ultimate nor any of its officers, directors, employees, agents, or representatives will have any liability to Student or Student's agents or representatives resulting from the use of any of the Proprietary Information. Student also acknowledges that futures or other trading involves substantial risk of loss. Student acknowledges that Ultimate is not registered with the Commodity Futures Trading Commission and is not a member of the National Futures Association.

6. **Remedies.** Student acknowledges and agrees that any violation hereof would result in substantial and irreparable injury to Ultimate, and that Ultimate would not have an adequate remedy at law with respect to any such violation. Accordingly, Student agrees that in the event of any actual or threatened violation hereof, Ultimate shall have the right and privilege to obtain, in addition to any other remedies that may be available (which the parties agree are not limited in any fashion by any provision of this Agreement), equitable relief, including temporary and permanent injunctive relief, to cease or prevent any actual or threatened violation of any provision hereof.

In addition, in any legal action concerning this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorney fees, expenses, and costs, against the non-substantially party.

7. **No Assignment.** Student shall not assign any of Student's rights or delegate any of its duties under this Agreement. Ultimate may assign or delegate its rights and/or duties under this Agreement.

8. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. Should any of the obligations of this Agreement be found illegal or unenforceable as being too broad with respect to the duration, scope, or subject matter thereof, such obligations shall be deemed and construed to be reduced to the U.S. maximum duration, scope, or subject matter allowable by law.

9. **Notice.** All notices required to be given by this Agreement shall be considered as given upon certified or registered mailing, if prepaid and addressed as follows (unless the addresses have been changed by written notice prior thereto) to the parties at their addresses stated below (or such other address as provided by a party to the other parties in writing per this Section.

10. **No Waiver.** Should Ultimate waive or fail to enforce any provision of this Agreement, such shall not operate as a waiver of any other breach of such provision or any other provisions hereof.

11. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, notwithstanding any Nevada or other conflict of laws provisions to the contrary. The parties agree that any action brought by either party against another party other in connection with any rights or obligations arising out of this Agreement or any transaction contemplated hereby shall be instituted properly in a United States Federal Court or State Court of competent and jurisdiction with venue only in Clark County, Nevada. Each party hereby agrees to submit personally to the jurisdiction of a court of competent subject matter jurisdiction located in such county or federal district.

12. **No Presumption.** If any claim is made by any party hereto relating to any conflict, omission, breach, or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied based upon the drafter of this Agreement, and each party shall be deemed to have equally participated in its preparation.

13. **Time is of the Essence.** Time is of the essence for all aspects of this Agreement.

14. **Entire Agreement.** It is understood that there are no oral agreements or representations between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements, or representations and understandings, if any, between the parties hereto, and none thereof shall be used to interpret or construe this Agreement. There are no other representations or warranties between the parties and all reliance with respect to representations is solely upon the representations and agreements contained in this document.

15. **Legal Disclaimers.** Student acknowledges the following disclaimers:

U.S. Government Required Disclaimer - Commodity Futures Trading Commission

Futures and Options trading has large potential rewards, but also large potential risk. You must be aware of the risks and be willing to accept them in order to invest in the futures and options markets. Don't trade with money you can't afford to lose. This is neither a solicitation nor an offer to Buy/Sell futures, stocks or options on the same. No representation is being made that any account will or is likely to achieve profits or losses similar to those discussed on this web site. The past performance of any trading system or methodology is not necessarily indicative of future results. CFTC RULE 4.41 (b1i): "These results are based on simulated or hypothetical performance results that have certain inherent limitations. Unlike the results shown in an actual performance record, these results do not represent actual trading. Also, because these trades have not actually been executed, these results may have under- or over-compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated or hypothetical 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 similar to these being shown."; or (ii) A statement prescribed pursuant to rules promulgated by a registered futures association pursuant to section 17(j) of the Act.

Commission Rule 4.41 (c)(1) applies to "any publication, distribution or broadcast of any report, letter, circular, memorandum, publication, writing, advertisement or other literature,..." Commission Rule 4.41(b) prohibits any person from presenting the performance of any simulated or hypothetical futures account or futures interest of a CTA, unless the presentation is accompanied by a disclosure statement. The statement describes the limitations of simulated or hypothetical futures trading as a guide to the performance that a CTA is likely to achieve in actual trading. Additional Risk Disclosure Statement for System Traders: 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. Hypothetical performance results have many inherent limitations, some of which are described below. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown. In fact, there are frequently sharp differences between hypothetical performance results and the actual results subsequently achieved by any particular trading program. One of the limitations of hypothetical performance results is that they are generally prepared with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or adhere to a particular trading program in spite of trading losses are material points which can also adversely affect actual trading results. There are numerous other factors related to the markets in general or to the implementation of any specific trading program which cannot be fully account for in the preparation of hypothetical performance results and all of which can adversely affect actual trading results.

GOVERNMENT REGULATIONS REQUIRE DISCLOSURE OF THE FACT THAT WHILE THESE METHODS MAY HAVE WORKED IN THE PAST, PAST RESULTS ARE NOT NECESSARILY INDICATIVE OF FUTURE RESULTS. WHILE THERE IS A POTENTIAL FOR PROFITS THERE IS ALSO A RISK OF LOSS. A LOSS INCURRED IN CONNECTION WITH TRADING FUTURES CONTRACTS CAN BE SIGNIFICANT. YOU SHOULD THEREFORE CAREFULLY CONSIDER WHETHER SUCH TRADING IS SUITABLE FOR YOU IN LIGHT OF YOUR FINANCIAL CONDITION SINCE ALL SPECULATIVE TRADING IS INHERENTLY RISKY AND SHOULD ONLY BE UNDERTAKEN BY INDIVIDUALS WITH ADEQUATE RISK CAPITAL. ANY ADVISORY OR SIGNAL GENERATED BY THE ULTIMATE SCALPER METHODS IS PROVIDED FOR EDUCATIONAL PURPOSES ONLY. ANY TRADES PLACED UPON RELIANCE ON ULTIMATE SCALPER SYSTEMS ARE TAKEN AT YOUR OWN RISK FOR YOUR OWN ACCOUNT. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS. WHILE THERE IS GREAT POTENTIAL FOR REWARD TRADING COMMODITY FUTURES, THERE IS ALSO SUBSTANTIAL RISK OF LOSS IN ALL TRADING. YOU MUST DECIDE YOUR OWN SUITABILITY TO TRADE OR NOT. FUTURES RESULTS CAN NEVER BE GUARANTEED. THIS IS NOT AN OFFER TO BUY OR SELL FUTURES OR COMMODITY INTERESTS.

IN WITNESS WHEREOF, Ultimate and Student, the parties hereto, have executed this Agreement as of the day and year stated below.

ULTIMATE SCALPER, LLC,

STUDENT:

By: _____

Print Name: _____

Date: _____

Date: _____

Address: _____
