

## Subscription Agreement

**This Subscription Agreement (the “Agreement”)** is made and entered into as of the date the last of the Parties signs the Agreement (the “Effective Date”), by and between **Denji Mentorship, LLC (“Provider”)**, a Florida entity with its principal place of business at 14524 Grassy Cove Circle, Orlando, FL 32824, and the undersigned client (“**Client**”), whose contact information is provided upon enrollment. Provider and Client are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

### 1. Recitals

A. Provider is the owner of proprietary trading strategies, techniques, trade secrets, educational content, training materials, and related intellectual property (collectively, the “**Proprietary Materials**”). Provider offers access to such Proprietary Materials, together with live and recorded training sessions, access to a private online community (e.g., Discord), and personal or group calls (collectively, the “**Services**”).

B. Client desires to subscribe to the Services for educational purposes and to gain access to Provider’s Proprietary Materials, and Provider is willing to provide such access subject to the terms and conditions of this Agreement.

C. The Parties acknowledge that the Services are being offered on a take-it-or-leave-it basis and that this Agreement constitutes a contract of adhesion. Client represents that he or she has had an opportunity to review the Agreement, ask questions, and consult independent legal counsel prior to acceptance.

NOW, THEREFORE, in consideration of the mutual promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 2. Definitions

**2.1 “Confidential Information.”** For purposes of this Agreement, “Confidential Information” means all Proprietary Materials and any data, trade secrets, know-how, algorithms, strategies, techniques, methods, processes, analyses, course content, recordings, scripts, templates, conversation transcripts, membership lists, and other non-public information relating to Provider’s business that is disclosed to Client orally or in any tangible form or that Client learns through access to the Services. Confidential Information includes information designated as confidential, as well as information that, by its nature, should reasonably be understood to be confidential or proprietary.

**2.2 “Trade Secret.”** The Parties acknowledge that certain of Provider’s Confidential Information constitutes trade secrets under both **federal** and **state** law. Under **18 U.S.C. § 1839**, a “trade secret” includes “all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or

intangible, and whether or how stored.” The Parties expressly agree that the Proprietary Materials and Confidential Information satisfy these statutory definitions and are subject to the protections of both federal and Florida trade secret law.

**2.3 “Subscription Term.”** The period during which Client has access to the Services. Unless earlier terminated in accordance with this Agreement, the Subscription Term begins on the Effective Date and continues for **twelve (12) months**. Provider may, in its sole discretion, extend access beyond this period.

**2.4 “Electronic Record” and “Electronic Signature.”** For purposes of this Agreement, “Electronic Record” and “Electronic Signature” have the meanings set forth in the federal **Electronic Signatures in Global and National Commerce Act** (E-SIGN Act) and Florida’s **Uniform Electronic Transaction Act** (Fla. Stat. § 668.50). The Parties intend that any acceptance or signature made through electronic means constitutes a valid Electronic Signature and creates an Electronic Record binding the Parties.

### **3. Services and Access**

**3.1 Grant of Access.** Subject to Client’s timely payment of the Subscription Fee and compliance with this Agreement, Provider grants Client a limited, revocable, non-exclusive, non-transferable license to access and use the Services for Client’s own personal, non-commercial, educational use during the Subscription Term. Client’s license does not convey any ownership interest in the Proprietary Materials.

**3.2 Content of Services.** Provider will make available to Client access to:

1. Recorded and live training sessions illustrating Provider’s personal trading strategies, techniques, and methodologies;
2. Educational materials, manuals, templates, trade journals, and similar content;
3. A private online discussion community (e.g., a private Discord server) moderated by Provider or Provider’s designees;
4. Group and/or individual calls, webinars, or meetings to discuss trading approaches; and
5. Any additional materials or benefits that Provider may, in its discretion, provide from time to time.

Provider reserves the right to modify, substitute, or discontinue any portion of the Services, provided that any such changes do not materially diminish the core educational nature of the subscription.

**3.3 No Guarantee of Availability.** While Provider strives to schedule and deliver the Services at regular intervals, Client understands and agrees that the scheduling and duration of training sessions, calls, and community availability are subject to Provider’s discretion and availability. Provider will use commercially reasonable efforts to provide adequate notice of any schedule changes.

### **4. Subscription Fee; Payment; Non-Refundable Nature**

**4.1 Subscription Fee.** The total fee for the Subscription Term is Two Thousand U.S. Dollars (US \$2,000.00) (Subscription Fee). The Subscription Fee is due and payable in full at or before the Effective Date. Client’s access to the Services will not commence until the Subscription Fee is received by Provider.

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**4.2 Non-Refundability.** Due to the nature of the Services—which include immediate access to Provider's Proprietary Materials, confidential strategies, and direct interaction with Provider—the Parties agree that the Subscription Fee is **NON-REFUNDABLE** once paid. Client expressly acknowledges that upon payment, Client will have access to proprietary trade secrets and that, even if Client does not utilize the full extent of the Services, the Subscription Fee represents fair and reasonable compensation for the grant of access.

**4.3 Taxes.** Client is solely responsible for all sales, use, or similar taxes (if any) arising from the Subscription Fee or Client's use of the Services. Provider may collect applicable taxes in addition to the Subscription Fee if required by law.

## **5. Confidentiality and Non-Disclosure**

**5.1 Confidentiality Obligation.** Client agrees to maintain the confidentiality of the Confidential Information and not to disclose, copy, modify, decompile, reverse engineer, publish, distribute, sell, rent, lease, license, transmit, convey, make available, or otherwise disseminate any Confidential Information, whether during or after the Subscription Term, except as expressly authorized herein. Client shall protect the confidentiality of the Confidential Information using at least the same degree of care that Client uses to protect Client's own confidential information (but no less than reasonable care).

**5.2 Authorized Use.** Client may use Confidential Information solely for Client's personal education and development in connection with the Services. Client shall not (a) teach, reteach, republish, resell, or otherwise redistribute the Confidential Information; (b) create derivative works based on the Proprietary Materials for any commercial or non-commercial purpose; or (c) share login credentials or permit any third party to access the Services or Proprietary Materials. Any attempt to circumvent technological measures protecting the Proprietary Materials is prohibited.

**5.3 Duration of Confidentiality Obligation.** Client's obligation of confidentiality shall continue **for at least five (5) years or so long as the Confidential Information remains confidential and not generally known in the industry, whichever is shorter.** Because the Proprietary Materials constitute trade secrets and confidential business information, Client acknowledges that maintenance of confidentiality for a period of five (5) years is reasonable, provided the information remains a trade secret or otherwise confidential.

**5.4 No License.** Except for the limited rights expressly granted herein, Client acquires no right, title, or interest in or to any Confidential Information or Proprietary Materials. All intellectual property rights, including copyrights, trademarks, trade secrets, and other proprietary rights, are and shall remain the exclusive property of Provider.

**5.5 Compelled Disclosure.** If Client is legally compelled to disclose any Confidential Information, Client shall provide prompt written notice to Provider so that Provider may seek a protective order or other appropriate remedy. If disclosure is required, Client shall disclose only the portion of Confidential Information that Client is legally required to disclose and shall use reasonable efforts to obtain confidential treatment for such information.

**5.6 Intellectual Property and Copyright.** Provider's Proprietary Materials and Confidential Information constitute original works of authorship protected by the U.S. Copyright Act of 1976, 17 U.S.C. § 106 et seq. Client acknowledges that any unauthorized reproduction, adaptation, distribution, or public display of the Proprietary Materials or Confidential Information would violate federal copyright law and this Agreement. No license to any copyright or other intellectual property right is granted or implied except as expressly stated herein.

## **6. Restrictions on Use; No Resale or Redistribution**

In addition to the confidentiality obligations above, Client expressly agrees:

1. **No Resale or Teaching.** Client shall not resell, license, sublicense, distribute, publish, retransmit, or provide training based on the Proprietary Materials or Services to any third party.
2. **No Recordings.** Client shall not record, transcribe, screen-capture, or otherwise reproduce any calls, webinars, videos, or discussions without Provider's prior written consent.
3. **No Public or Private Disclosure.** Client shall not discuss or post any Confidential Information in any public or private forum, including social media, chat rooms, trading forums, seminars, or private coaching, without Provider's express written authorization.
4. **No Competitive Use.** Client shall not use the Proprietary Materials to develop or operate a competing training, education, coaching, or advisory service.

## **7. Disclaimer**

**7.1 EDUCATIONAL PURPOSES ONLY.** THE SERVICES AND PROPRIETARY MATERIALS ARE PROVIDED SOLELY FOR EDUCATIONAL AND INFORMATIONAL PURPOSES AND ARE NOT INTENDED TO CONSTITUTE FINANCIAL, INVESTMENT, TRADING, TAX, LEGAL, OR OTHER PROFESSIONAL ADVICE. PROVIDER IS NOT A REGISTERED INVESTMENT ADVISOR, BROKER-DEALER, OR FINANCIAL PLANNER. NO CONTENT PROVIDED IS A SOLICITATION TO BUY, SELL, OR HOLD ANY SECURITIES. CLIENT ACKNOWLEDGES AND AGREES THAT TRADING IN STOCKS, OPTIONS, FUTURES, FOREX, AND OTHER FINANCIAL INSTRUMENTS INVOLVES SUBSTANTIAL RISK OF LOSS. PAST PERFORMANCE IS NOT INDICATIVE OF FUTURE RESULTS. THE INFORMATION PROVIDED THROUGH THE SERVICES SHOULD NOT BE RELIED UPON FOR PURPOSES OF TRANSACTING SECURITIES OR OTHER INVESTMENTS, AND CLIENT SHOULD CONSULT HIS OR HER OWN LICENSED FINANCIAL, LEGAL, OR TAX PROFESSIONALS BEFORE ACTING UPON ANY INFORMATION. PROVIDER AND ITS REPRESENTATIVES ARE NOT REGISTERED INVESTMENT ADVISERS AND DO NOT PROVIDE INDIVIDUALIZED TRADING OR INVESTMENT ADVICE.

**7.2 Assumption of Risk - No Guarantees.** Trading and investing in securities, commodities, options, foreign exchange, or other financial instruments involves a high degree of risk, and past results are not indicative of future performance. Provider makes no representations, warranties, or guarantees of any kind regarding (a) the accuracy, completeness, or timeliness of the Proprietary Materials; (b) the results that Client may obtain from using the Services; or (c) the profitability of any trading or investment strategies. Client acknowledges that all trading decisions are made solely at Client's own risk.

**7.3 Third-Party Content.** Provider may, from time to time, refer to third-party data, websites, publications, or content. Provider does not endorse or assume any responsibility for any third-party content, and any reliance by Client on such content is at Client's own risk.

## **8. Representations and Warranties**

**8.1 Provider Representations.** Provider represents and warrants that it has the right to enter into this Agreement and grant the rights granted herein. Provider further represents that the Proprietary Materials do not knowingly infringe any third-party intellectual property rights.

**8.2 Client Representations.** Client represents and warrants that (a) Client is at least eighteen (18) years of age and has the full legal right and capacity to enter into this Agreement; (b) Client will comply with all applicable laws, rules, and regulations, including U.S. securities laws, in connection with Client's use of the Services; (c) Client will not use the Services for any unlawful purpose; (d) Client will pay the Subscription Fee in full and comply with all obligations under this Agreement; and (e) Client will not rely on the Services as a substitute for individualized financial or investment advice.

## **9. Limitations of Liability; Indemnification**

**9.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL PROVIDER OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, TRADING LOSSES, LOST PROFITS, LOSS OF REVENUE, OR LOSS OF GOODWILL) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES, OR THE USE OF THE PROPRIETARY MATERIALS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE PAID BY CLIENT.

**9.2 Indemnification.** Client shall defend, indemnify, and hold harmless Provider and its affiliates, officers, directors, employees, agents, and representatives from and against any and all claims, demands, actions, damages, liabilities, judgments, settlements, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) Client's breach of this Agreement, including any unauthorized disclosure or misuse of Confidential Information; (b) Client's violation of applicable laws or regulations; or (c) Client's trading or investment decisions based on the Services.

## **10. LIQUIDATED DAMAGES**

**10.1 BASIS FOR LIQUIDATED DAMAGES.** THE PARTIES ACKNOWLEDGE THAT A BREACH BY CLIENT OF THE CONFIDENTIALITY, NON-DISCLOSURE, OR NON-USE PROVISIONS OF THIS AGREEMENT, OR CLIENT'S UNAUTHORIZED DISTRIBUTION, REPRODUCTION, OR COMMERCIALIZATION OF THE PROPRIETARY MATERIALS, WOULD CAUSE IRREPARABLE HARM TO PROVIDER THAT WOULD BE DIFFICULT OR IMPOSSIBLE TO QUANTIFY. ACCORDINGLY, THE PARTIES AGREE THAT THE LIQUIDATED DAMAGES SET FORTH HEREIN REPRESENTS A FAIR AND

REASONABLE PRE-ESTIMATE OF THE HARM CAUSED BY SUCH BREACHES AND ARE NOT A PENALTY.

**10.2 AMOUNT.** IF CLIENT BREACHES SECTIONS 5 OR 6 OF THIS AGREEMENT (CONFIDENTIALITY AND NON-DISCLOSURE; RESTRICTIONS ON USE), CLIENT SHALL PAY TO PROVIDER, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, **TEN THOUSAND U.S. DOLLARS (US \$10,000.00) PER BREACH**. THIS AMOUNT IS AGREED UPON IN LIGHT OF THE ANTICIPATED HARM CAUSED BY A BREACH, THE DIFFICULTY OF PROVING THE AMOUNT OF LOSS, THE INCONVENIENCE OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE NEED TO DETER UNAUTHORIZED DISCLOSURE. THE PARTIES AGREE THAT THIS AMOUNT BEARS A REASONABLE RELATIONSHIP TO THE EXPECTED ACTUAL DAMAGES AND IS NOT GROSSLY DISPROPORTIONATE.

**10.3 NON-EXCLUSIVITY.** THE PAYMENT OF LIQUIDATED DAMAGES UNDER THIS SECTION DOES NOT LIMIT PROVIDER'S RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF TO PREVENT OR REMEDY A BREACH, NOR DOES IT PRECLUDE PROVIDER FROM RECOVERING ACTUAL DAMAGES TO THE EXTENT LIQUIDATED DAMAGES ARE DEEMED UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION. HOWEVER, PROVIDER SHALL NOT BE ENTITLED TO A DOUBLE RECOVERY FOR THE SAME BREACH.

## **11. Termination**

**11.1 Termination by Provider.** Provider may terminate this Agreement and/or suspend Client's access to the Services immediately upon written notice if (a) Client fails to pay the Subscription Fee when due, (b) Client breaches any provision of this Agreement (including but not limited to Sections 5 or 6), or (c) Provider ceases to offer the Services. Upon termination for cause, Client shall not be entitled to any refund of the Subscription Fee.

**11.2 Termination by Client.** Client may terminate this Agreement at any time by providing written notice to Provider; however, Client understands and agrees that termination does not entitle Client to a refund of the Subscription Fee.

**11.3 Effect of Termination.** Upon termination or expiration of the Subscription Term, all rights granted to Client under this Agreement shall automatically terminate, and Client shall immediately cease all use of the Services and Proprietary Materials and return or destroy all Confidential Information in Client's possession or control. The provisions of this Agreement that by their nature should survive termination (including, without limitation, Sections 4.2, 5, 6, 7, 9, 10, 11.3, 12, 13, and 14) shall survive any termination or expiration.

## **12. Governing Law; Venue; Attorneys' Fees**

**12.1 Choice of Law.** This Agreement and any dispute arising hereunder shall be governed by and construed in accordance with the laws of the **State of Florida**.

**12.2 Venue and Jurisdiction.** The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts located in **Orange County, Florida** for any lawsuit arising out of or

relating to this Agreement. The Parties waive any objection based on improper venue or inconvenient forum.

**12.3 Attorneys' Fees.** In the event of any dispute arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, and all other expenses incurred in enforcing or defending any term of this Agreement, including any appeals.

### **13. Equitable Remedies**

Client agrees that any violation or threatened violation of Sections 5 or 6 may cause irreparable injury to Provider for which monetary damages would be inadequate. In addition to all other remedies available at law or in equity, Provider shall be entitled to seek injunctive relief to prevent or curtail any actual or threatened violation of such sections, without the necessity of posting a bond.

### **14. Miscellaneous**

**14.1 Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties, negotiations, and discussions, whether oral or written. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties.

**14.2 Assignment.** Client may not assign or transfer any of Client's rights or obligations under this Agreement without Provider's prior written consent. Provider may assign this Agreement, in whole or in part, without Client's consent to any successor or affiliate.

**14.3 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be severed and the remainder of the Agreement shall continue in full force and effect. The Parties agree to replace any invalid or unenforceable provision with a valid provision that most closely reflects the original intent and economic effect of the invalid provision.

**14.4 Waiver.** No waiver by either Party of any breach or default shall be deemed a waiver of any subsequent breach or default. Any waiver must be in writing and signed by the Party granting the waiver.

**14.5 Notices.** All notices under this Agreement shall be in writing and shall be deemed given when personally delivered, sent by certified mail (return receipt requested), sent by nationally recognized overnight courier, or sent by email with confirmation of receipt. Notices to Provider shall be sent to the address specified in the preamble or such other address as Provider may designate. Notices to Client shall be sent to Client's last known address or email on file.

**14.6 Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures or acceptance via electronic means (including checking an acceptance box or clicking "I agree") shall be deemed valid and binding signatures.

**14.7 Interpretation.** Headings and section titles are for convenience only and shall not affect the construction or interpretation of this Agreement. Any ambiguities herein shall not be construed against either Party by virtue of such Party's role in drafting the Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Subscription Agreement as of the Effective Date.

\_\_\_\_\_  
Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date