

TRAINERS who enter into a Trainer Contract agree to these terms.

## **1. PARTIES**

ORGANIZED ADVISER (ORGANIZED ADVISER LLC) and TRAINER (Trainer) are the parties to the Contracts. Each project will have a separate Contract.

## **2. SERVICES**

ORGANIZED ADVISER and TRAINER agree that the TRAINER is performing services as an independent contractor and that TRAINER is not an employee or agent of ORGANIZED ADVISER. TRAINER will perform the TRAINER Services in a professional and workmanlike manner and will timely deliver any agreed upon Work Product. The manner and means of performing the TRAINER Services will be determined and controlled solely by TRAINER, which is engaged by ORGANIZED ADVISER as an independent contractor.

Both parties agree that, once accepted, the terms of the Contract cannot be modified by either party without obtaining the consent of the other before making changes to the Contract, including by adding additional or different milestones, by closing a Contract, or making other changes to the Contract. If consent of the other party is not first obtained, the other party may reject such changes by terminating the Contract or accept such changes by continuing to work on the Contract.

## **3. RESPONSIBILITY FOR EMPLOYEES AND SUBTRAINERS, INCLUDING AGENCY MEMBERS**

If a TRAINER subcontracts with or employs third parties to perform TRAINER Services on behalf of the TRAINER for any Engagement, the TRAINER represents and warrants that it does so as a legally recognized entity or person and in compliance with all applicable laws and regulations. Further, at all times a TRAINER that agreed to perform services under a Services Contract remains responsible for the quality of the services and represents and warrants that TRAINER has entered into agreements with any such employees and sub-TRAINERS on confidentiality and intellectual property at least as strong as those in this Contract.

## **4. ORGANIZED ADVISER PAYMENTS AND BILLING**

TRAINER agrees to supply an accurate invoice for all work performed.

ORGANIZED ADVISER agrees to pay for services rendered in a timely manner.

## **5. TERMINATION OF THE CONTRACT**

Either ORGANIZED ADVISER or TRAINER has the right to terminate the Contract after providing any agreed-upon notice, or immediately on the end date specified in the Contract terms and/or upon completion of the TRAINER Services, in the event of a material breach, or with the consent of the other party. Except as required by law or as otherwise may be agreed to by the Parties, ORGANIZED ADVISER remains obligated to pay the TRAINER Fees for any TRAINER Services provided prior to termination of the Contract.

## **6. INTELLECTUAL PROPERTY RIGHTS**

“Work Product” means any tangible or intangible results or deliverables that TRAINER agrees to create for, or actually delivers to, ORGANIZED ADVISER as a result of performing the TRAINER Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.

### **6.1 THIRD-PARTY RIGHTS**

TRAINER represents and warrants that TRAINER will not incorporate or use the materials of any third party including those of any other ORGANIZED ADVISER or any employer, in performing the TRAINER Services that are not generally available for use by the public or have not been legally transferred to the ORGANIZED ADVISER.

### **6.2 ORGANIZED ADVISER MATERIALS**

ORGANIZED ADVISER grants TRAINER a limited, non-exclusive, revocable (at any time, at ORGANIZED ADVISER's sole discretion) right to use the ORGANIZED ADVISER Materials as necessary solely for the performance of the TRAINER Services under the applicable Contract. ORGANIZED ADVISER reserves all other rights and interest, including, without limitation, all Intellectual Property Rights, in and to the ORGANIZED ADVISER Materials. Upon completion or termination of the Contract, or upon ORGANIZED ADVISER's written request, TRAINER will immediately return all ORGANIZED ADVISER Materials to ORGANIZED ADVISER and further agrees to destroy all copies of ORGANIZED ADVISER Materials and Deliverables (except for Background Technology as permitted by the Contract) contained in or on TRAINER's premises, systems, or any other equipment or location otherwise under TRAINER's control. Within ten days of such request from ORGANIZED ADVISER, TRAINER agrees to provide written certification to ORGANIZED ADVISER that TRAINER has returned or destroyed all ORGANIZED ADVISER Materials and Work Product as provided in this subsection.

### **6.3 OWNERSHIP OF WORK PRODUCT AND INTELLECTUAL PROPERTY**

Upon TRAINER's receipt of full payment from ORGANIZED ADVISER, the Work Product, including without limitation all Intellectual Property Rights in the Work Product, will be the sole and exclusive property of ORGANIZED ADVISER, and ORGANIZED ADVISER will be deemed to be the author thereof. If TRAINER has any Intellectual Property Rights to the Work Product that are not owned by ORGANIZED ADVISER upon TRAINER's receipt of payment from ORGANIZED ADVISER, TRAINER hereby automatically irrevocably assigns to ORGANIZED ADVISER all right, title and interest worldwide in and to such Intellectual Property Rights. Except as set forth above, TRAINER retains no rights to use, and will not challenge the validity of ORGANIZED ADVISER's ownership in, such Intellectual Property Rights. TRAINER hereby waives any moral rights, rights of paternity, integrity, disclosure and withdrawal or inalienable rights under applicable law in and to the Work Product.

Upon TRAINER's receipt of full payment from ORGANIZED ADVISER for delivery of Work Product, TRAINER hereby automatically grants to ORGANIZED ADVISER an exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide right, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in the Work Product delivered for that payment. If payment is made only for partial delivery of Work Product, the license described herein applies only to the portion of Work Product delivered and paid for.

### **6.4 LICENSE TO OR WAIVER OF OTHER RIGHTS**

If TRAINER has any right to the Work Product, including without limitation any Intellectual Property Right, that cannot be assigned to ORGANIZED ADVISER by TRAINER, TRAINER hereby automatically, upon TRAINER's receipt of full payment from ORGANIZED ADVISER, unconditionally and irrevocably grants to ORGANIZED ADVISER during the term of such rights, an exclusive, even as to TRAINER, irrevocable, perpetual, worldwide, fully-paid and royalty-free license to such rights, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights. If TRAINER has any rights to such Work Product that cannot be assigned or licensed, TRAINER hereby automatically, upon TRAINER's receipt of payment from ORGANIZED ADVISER, unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against ORGANIZED ADVISER or related to ORGANIZED ADVISER's customers, with respect to such rights, and will, at ORGANIZED ADVISER's request and expense, consent to and join in any action to enforce such rights. If payment is made only for partial delivery of Work Product, the grant described herein applies only to the portion of Work Product delivered.

## **6.5 ASSISTANCE**

TRAINER will assist ORGANIZED ADVISER in every way, including by signing any documents or instruments reasonably required, both during and after the term of the Contract, to obtain and enforce Intellectual Property Rights relating to Work Product in all countries. In the event ORGANIZED ADVISER is unable, after reasonable effort, to secure TRAINER's signature on any document needed in connection with the foregoing, TRAINER hereby designates and appoints ORGANIZED ADVISER and its duly authorized officers and agents as its agent and attorney in fact to act on its behalf to further the purposes of this Section with the same legal force and effect as if executed by TRAINER.

## **7. CONFIDENTIAL INFORMATION**

"Confidential Information" means ORGANIZED ADVISER Deliverables, TRAINER Deliverables, Work Product, and any other information provided to, or created by, a TRAINER for a Contract or to perform or assist in performing TRAINER Services, regardless of whether in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that is known to the public or that: (a) is generally known by third parties as a result of no act or omission of TRAINER or ORGANIZED ADVISER; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by TRAINER prior to receiving it from the other party and was not received from a third party in breach of that third party's obligations of confidentiality; or (d) was independently developed by TRAINER without use of another person's Confidential Information.

### **7.1 CONFIDENTIALITY**

To the extent a ORGANIZED ADVISER or TRAINER provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care, and will: (a) not disclose or permit others to disclose another's Confidential Information to anyone without first obtaining the express written consent of the owner of the Confidential Information; (b) not use or permit the use of another's Confidential Information, except as necessary for the performance of TRAINER Services (including, without limitation, the storage or transmission of Confidential Information on or through the Site for use by TRAINER); and (c) limit access to another's Confidential Information to its personnel who need to know such information for the performance of TRAINER Services.

### **7.2 RETURN**

If and when Confidential Information is no longer needed for the performance of the TRAINER Services for a Services Contract or at ORGANIZED ADVISER's or TRAINER's written request (which may be made at any time at ORGANIZED ADVISER's or TRAINER's sole discretion), the party that received Confidential Information, will, at its expense, promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control. The party that received Confidential Information agrees to provide written certification to the party disclosing the Confidential Information of compliance with this subsection within ten days after the receipt of disclosing party's written request for such certification.

### **7.3 PUBLICATION**

Without limiting Section 7 (Confidentiality), ORGANIZED ADVISER and TRAINER will not publish, or cause to be published, any other party's Confidential Information or Work Product, except as may be necessary for performance of TRAINER Services for a Services Contract.

### **7.4 IMMUNITY**

A disclosure of information will be immune from prosecution or civil action under the Defend Trade Secrets Act, 18 U.S.C. Sec. 1832, if it: (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.