

CFRN   
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WHEREAS, RE Holdings dba “CFRN”, “Company” offers live, online classes, software “Trade Alerts”, “One Trade a Day”, seminars and webinars in the fields of investing and trading (collectively referred to as the “Class” or “Classes”) at the websites [www.cfrn.net](http://www.cfrn.net/), and whereas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   “Recipient” agrees to participate in the Classes , “Trade Alerts” and “One Trade a Day” in accordance with the specifications and terms provided to Recipient by Company.

NOW THEREFORE: In consideration of the mutual promises and covenants contained herein, and upon the terms and subject to the conditions set forth in this Agreement, the Parties agree as follows:

1. Proprietary Information.

(a) As the result of Recipients relationship with The Company, Recipient acknowledges that Recipient will necessarily have access to and become familiar with Company’s proprietary information, including but not limited to trade levels, trade alerts, , trade numbers, trade secrets, trademarks, technical know-how, processes, inventions, compilations of information, financial data, records, client and contact lists, class rosters, vendors and vendor lists, computer programs, databases, marketing plans, Class Content, sales procedures, agreements and relationships, methods of doing business and other confidential information that are owned by Company and used in the operation of Company’s business (the foregoing being collectively referred to as “Proprietary Information”). Recipient acknowledges that all items of such Proprietary Information are valuable, special and unique assets of Company, the disclosure of which may cause substantial injury and loss of profits and goodwill to Company. Recipient further agrees that Recipient will not directly or indirectly use, disclose, or disseminate any such Proprietary Information, unless Recipient obtains Company’s prior written consent. Without limiting the foregoing, Recipient shall not use any Proprietary Information for purposes of directly or indirectly marketing or promoting any non-Company product or service or for purposes of contacting any individual who attended a Class or Company event, online or otherwise. All obligations of confidence, pursuant and in accordance with the provisions of this Section, will be terminated with respect to any particular portion of Proprietary Information. As a CFRN member you are not allowed to start your own trading education/call rooms services without consenting our team failure to do so will result in immediate dismissal and a possible legal action and forfeiture of ALL software rights and access rights with no refund.

2. Intellectual Property Rights.

All Company patents, trademarks, copyrights, design rights, trade secrets and other intellectual property rights in Company’s materials, Class Content and are and shall remain the exclusive property of Company.

3. Title to all property received by Recipient from Company, including all Proprietary Information, shall remain at all times the sole property of Company, and this Agreement shall not be construed to grant to Recipient any patents, licenses or similar rights to such property and Proprietary Information disclosed to Recipient hereunder.

4. Recipient shall, upon request of Company, return to Company all videos, software and other tangible materials, including all Proprietary Information and all manifestation thereof, delivered to Recipient, and all copies and reproductions thereof.5.

The parties further agree to the following terms and conditions:

1. Any breach by Recipient of any of Recipient’s obligations under this Agreement will result in irreparable injury to Company for which damages and other legal remedies will be sought. In seeking enforcement of any of these obligations, Company will be entitled (in addition to other remedies) to preliminary and permanent injunctive and other equitable relief to prevent discontinues and/or restrains the breach of this Agreement.
2. If any provision of this Agreement is invalid or unenforceable, then such provision shall be construed and limited to the extent necessary, or severed if necessary, in order to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall not be affected thereby.
3. In any dispute over whether information or matter is Proprietary Information hereunder, it shall be the burden of Recipient to show both that such contested information or matter is not Proprietary Information within the meaning of this Agreement, and that it does not constitute a trade secret under the Uniform Trade Secrets Act or successor or similar law in effect in the State of (your state).
4. No delay or omission by either party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by either party on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.
5. This Agreement shall be binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Agreement is governed by and will be construed in accordance with the laws of the State of (your state), and the courts of (your state) shall be the exclusive forum.
7. This Agreement is in addition to any prior written agreement between Company and Recipient relating to the subject matter of this agreement; in the event of any disparity or conflict between the provision of such agreements, the provision which is more protective of Proprietary Information shall control. This Agreement may not be modified, in whole or in part, except by an agreement in writing signed by Company and Recipient.

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If any provision of these Terms of Use is determined to be invalid or unenforceable, the provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms of Use will still be valid.  
  
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The laws of the State of Arizona will govern as to the interpretation, validity and effect of these Terms of Use and as to any dispute or claim based on your use of the Site or the Information, notwithstanding any conflict of laws provisions of your domicile, residence or physical location.  
**Legal Forum**  
Any dispute between the parties that results in litigation shall be exclusively heard in the Courts sitting in Maricopa County, Arizona.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Notary Seal and Signature:**

| CFRN  “The Company” | RECIPIENT |
| --- | --- |
| By: Dewayne Reeves  Signature: **Dewayne Reeves**  Title:  Founder/Managing Partner | By:            \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title:          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |