

LEARN TO TRADE LIMITED (LTT) FREE SEMINAR TERMS AND CONDITIONS

In consideration of you receiving a free seminar from [Greg Secker on behalf of] LEARN TO TRADE LTD ("LTT"), you agree to the following contractually binding terms and conditions:

- 1. Definitions**
- 1.1 In these terms and conditions, unless the context otherwise requires:-
 - "Intellectual Property Rights" means patents, trade marks, service marks, designs, copyrights, database rights, utility models, design rights, applications for registration of any of the foregoing and the right to apply for them and rights of like nature arising or subsisting anywhere in the world in relation to all of the foregoing whether registered or unregistered;
 - LTT "we" or "us" means Learn To Trade Limited, a company registered in England & Wales under Company Number 07655992;
 - "Materials" means any teaching materials and other materials created or distributed by LTT in connection with Learn Stocks and Shares™ / Learn Forex™ / Proprietary Trader™ or the Graduate Support Program or in the course of providing Coaching to you;
 - "Seminar" - means our free introductory Trading Seminars;
 - "Student" or "you" means the person enrolling for the Seminar whose details are set out on the order form;
- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 2 Dates and venues**
- 2.1 We reserve the right to alter dates, times, venues, structure and content of the Seminar in our sole discretion and without liability to you.
- 2.2 We further reserve the right at our discretion to exclude any Student from the Seminar (or any part thereof) if we consider that Student's behavior to be unsatisfactory and/or for any other reason we deem appropriate.
- 3 Confidentiality**
- 3.1 You agree to keep all information about LTT's business, information learnt and Materials received during the Seminar ("Confidential Information") strictly confidential; not to disclose to third parties, use or copy Confidential Information save as agreed in writing with us in advance. You acknowledge that the Materials contain Confidential Information and trade secrets belonging to LTT.
- 3.2 This clause 3 shall not apply in relation to information that (other than by breach of any duty of confidence) has come into the public domain; is obtained from a third party or was already known to the receiving party before this Agreement; or is required to be disclosed by order of a court of competent jurisdiction.
- 4 Intellectual Property**
- 4.1 The Company shall have sole title and ownership of all Intellectual Property Rights created or developed in the provision of any of its services or contained in any of the Materials.
- 5 Liability**
- 5.1 This agreement shall continue in full force and effect and subject to clause 5.3 Greg Secker, LTT, their agents employees, speakers and co-sponsors ("LTT Associates") shall have no liability whatsoever (including without limitation any actions, claims, damages or losses) under this agreement if it is prevented from or delayed in performing its obligations under this agreement by acts, events omissions or accidents beyond its control including without limitation strikes, lock-outs or other industrial disputes (whether involving our workforce of or any other party), failure of a utility service or transport network, national emergency, war, act of terrorism, act of god, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 5.2 **Subject to clause 8.3:-**
- 5.2.1 Greg Secker, LTT and the LTT Associates shall not be liable for loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
- 5.2.2 the total liability of Greg Secker, LTT and the LTT Associates in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the sum of £100.
- 5.3 Nothing in this agreement limits or excludes the liability of Greg Secker, LTT and the LTT Associates for death or personal injury resulting from their negligence or that of its officers or employees.
- 5.4 To the full extent permitted by the applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, satisfactory quality and fitness for a particular purpose.
- 5.5 Certain laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights. Your statutory rights as a consumer rights are unaffected by this Agreement
- 6 Data Protection**
- 6.1 You agree that your personal data may be processed by and on behalf of us in accordance with our Privacy Policy, which is available on request.
- 7 Warranties and Acknowledgements**
- 7.1 You acknowledge that you are not relying on (and we shall not be liable for) any warranties, promises, guarantees or any representations (save for fraudulent representations) made by us or anyone acting or claiming to act on behalf of us unless they are in writing and made as part of this agreement. All advertising material and all prior representations or agreements, if any, whether oral or written, are hereby superseded by this agreement. This agreement contains the entire understanding and agreement between you and us, and no addition or modification of any terms shall be effective unless set forth in writing and signed by you and us. No salesperson of ours, save for the General Manager, has the authority to modify the terms of this agreement.
- 7.2 You hereby agree and acknowledge that:
 - 7.2.1 Greg Secker, LTT and the LTT Associates are not stock brokers, broker-dealers nor investment advisers. Ultimately, any decision to invest in shares, securities, options, futures, bonds or any other related financial/investment product ("Investments") are made by me. I hold Greg Secker, LTT and the LTT Associates harmless for any of my activities or purchases relating to any Investments which I may choose to make following my participation at or information obtained at this seminar.
 - 7.2.2 Investing in the stock market is speculative and risky. The value of investments may go down as well as up and many people lose money on the stock market. The options market is extremely risky and not for all investors. Any Investments specifically mentioned in the seminar ("Investment Examples") are done for educational and illustrative purposes only and are not by way of recommendation.
 - 7.2.3 Although Investment Examples may have been profitable at the time they were made, past returns are no indication of future performance and there are no expressed or implied guarantees or representations made by Greg Secker, LTT or any LTT Associates that such Investment Examples or any similar transactions will be profitable at a later time. All price information pertaining to the Investment Examples are subject to minute to minute market changes.
 - 7.2.4 This seminar is for educational purposes only. Students must use their own professional, regulated and authorised financial advisers and stockbrokers should they wish to invest in any specific Investments. Greg Secker, LTT and the LTT Associates do not recommend any specific Investments.
 - 7.2.5 Greg Secker, LTT and the LTT Associates have not promised or represented to me, verbally or in writing, that I will earn a profit when or if, I purchase any Investments nor is any profit guaranteed from the general educational information provided at this seminar.
- 8 Release for Recordings**
- 8.1 During the Seminar, video images, movies, photographs and audio recordings may be made by LTT, their agents or authorised independent contractors. As a result of my participation in the Seminar, I may be included in such video, audio, or photographic reproductions ("the Recordings").
- 8.2 The Recordings are the exclusive property of LTT and LTT is the exclusive copyright owner. I shall have no claim, right or interest to any of the Recordings and I grant permission to LTT to use any of said reproductions in any responsible manner, in whole or in part, individually or in conjunction with other materials, in any medium and for any purpose whatsoever, including, but not limited to, promotional materials and commercial purposes for the full duration of the copyright in the Recordings including any extensions or renewals of the copyright term and grant LTT the right if LTT so chooses to use my name in connection with any of the foregoing.
- 8.3 I understand that I will not be given any monetary compensation for use of the Recordings and I waive any right to inspect or approve the Recordings or their use (including without limitation any text which may accompany the Recordings).
- 8.4 Nothing herein will constitute any obligation on behalf of LTT to make any use of the Recordings and LTT shall not be liable for any loss of opportunity to enhance my reputation.
- 9 Miscellaneous**
- 9.1 The validity, construction and performance of this agreement shall be governed by English Law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.
- 9.2 This agreement may not be assigned or sub-licensed to another individual or entity without the express written approval of LTT. Your place at the Seminar is personal to you and may not be transferred without our prior written consent.
- 9.3 No failure or delay by either party in exercising any of its rights under this agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.4 If any provision of this agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected.
- 9.5 This agreement is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, anyone else. No term of this Agreement shall be enforced under the Contract (Rights of Third Parties) Act 1999 or otherwise by a third party.