

# Education Partner Agreement

This Agreement was last updated February 9, 2023.

This Education Partner Agreement (the "Agreement") describes the terms and conditions for participation in the Option Trader's Assistant Education Partners Program ("the Program"). In this agreement, the term "Affiliate" refers to you (the individual or entity executing this Agreement), and "Company" refers to Option Trader's Assistant, LLC ("OTA"), a Delaware Limited Liability Company, with whom you are entering into this agreement. Each of Affiliate and Company are a "Party", and are together the "Parties." By applying to the Program you are confirming that you have read the agreement and agree to the terms and conditions.

## Definitions:

**"Services"** means the OTA hosted option trading platform available via [app.optiontradersassistant.com](http://app.optiontradersassistant.com) and any associated websites, products or services offered by OTA.

**"Member"** means any individual that subscribes to the Services as a paying subscriber or free trial.

**"Company Trademarks"** means the trademarks, logos, service marks and trade names of Option Trader's Assistant, LLC, whether registered or unregistered, including but not limited to the word mark OPTION TRADER'S ASSISTANT and the logo graphic design.

## 1. Application.

1. Once Affiliate submits an application they are bound by the terms of this agreement. When filling out the application Affiliate must provide accurate, current and complete information, and shall keep such information up to date. The Company reserves the right to reject any affiliate application for any reason, including, without limitation, if, in the Company's opinion, that person or entity violates established laws or commonly held standards of decency.
2. After Affiliate has been admitted to the affiliate program, Company may re-evaluate the application at any time. The terms and conditions of this agreement will begin when the application has been submitted and will end when the Affiliate account has been terminated; provided that all terms which by their nature at intended to survive termination shall survive.
3. The Company believes in operating with the strictest codes of professional conduct. Any Affiliate who brings the Company or their employees, partners, or associates into disrepute, or who promotes any form of slander, violence, racism, or unfair business practices, can have their affiliate status canceled and any outstanding commissions will be forfeited.

## 2. Affiliate Responsibilities.

1. Promotion: The Affiliate agrees to use reasonable efforts to promote the Services to potential customers.
2. Trading and Education: Affiliates are encouraged to use the Services for their own trading, and for creating their own educational material. The Company grants the Affiliate a limited, revocable, non-exclusive, non-sub-licensable and non-transferable license to display screenshots, and/or live or recorded videos of the Services in the Affiliate's educational materials for instructive, educational or illustrative purposes, provided that the OTA logo is displayed prominently and OTA is credited. Affiliate may not superimpose graphics, photos, or ad copy on the screenshot or otherwise change the look of the screen-captured image. The Affiliate's use of the Services is governed by the OTA Terms of Service (<https://optiontradersassistant.com/terms-of-service/>), which form part of this Agreement and are incorporated by reference.
3. Membership: Affiliate is expected to be a paying Member of the Services. Affiliate will get one free month added to their subscription for each new, paying Member that subscribes by using the Affiliate's Link.
4. Comply with FTC: Affiliate agrees to comply with the US Federal Trade Commission ("FTC") guidelines governing endorsements and testimonials. Full compliance with these guidelines requires, among other things, that (a) Affiliate clearly and conspicuously disclose that Affiliate is being compensated for referring prospective Members to Company, and (b) Affiliate not engage in misleading or deceptive advertising.
5. Marketing Activities: Affiliate will bear all costs and expenses related to Affiliate's marketing or promotion of Company, and, as applicable, Affiliate's websites, or other products or services associated with Affiliate's participation in the Program (collectively, "Affiliate Marketing Activities") in any area, location, territory or jurisdiction, unless otherwise determined by Company in its sole discretion.
6. Email Marketing: In conducting all Affiliate Marketing Activities, Affiliate will comply with all applicable laws, rules, regulations and directives, including but not limited to those relating to email marketing and "spamming." Affiliate will (a) not send any email regarding Company to any individual or entity that has not requested such information; (b) always include Affiliate's contact information and "unsubscribe" information in any email regarding Company or the Services; and (c) not imply that such emails are being sent on behalf of Company.
7. Unauthorized and Prohibited Activities: Affiliate will not
  1. engage in any fax, broadcast, telemarketing or any other offline marketing methods with respect to Company;

2. use malware, spyware or any other aggressive advertising or marketing methods in any of its dealings relating to Company;
  3. make any false, misleading or disparaging representations or statements with respect to Company;
  4. copy, resemble or mirror the look and feel of Company's websites, Company Trademarks or Services or otherwise misrepresent Affiliate's affiliation with Company;
  5. engage in any other practices which may adversely affect the credibility or reputation of Company, including but not limited to, sending email communications or using any website in any manner, or having any content on any website, that (a) uses aggressive or low-quality marketing, including marketing services that are unrelated to Company or the Affiliate's services, (b) promotes sexually explicit materials, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, or any illegal or objectionable activities, or (c) violates any intellectual property or other proprietary rights of any third party;
  6. promote or advertise Company on coupon, deal, or discount sites or on GTP/Get Paid to Click or other incentivized sites, or display any offer code on a public-facing page or through the use of a "click to display" offer code;
  7. use its Link directly in any pay-per-click advertising;
  8. purchase search engine or other pay-per-click keywords (such as Google Ads), trademarks or domain names that use the Company name or trademarks or any variations or misspellings thereof that may be deceptively or confusingly similar to the name or trademarks of Company;
  9. create or participate in any third party networks or sub-affiliate networks without the express written permission of Company;
  10. use or encourage any means of delivering fraudulent traffic, including but not limited to use of bots or toolbar traffic, cookie stuffing, or use of false or misleading links;
  11. use direct linking to any page on any Company website, without prior written permission from Company; or
  12. mask its referral sites or use deceptive redirecting links.
8. Compliance with Laws: In addition to, and without limiting the provisions of this Agreement, Affiliate will perform its obligations under this Agreement in accordance with the highest applicable industry standards and in compliance with all applicable laws, rules and regulations, including obtaining any licenses required in order for

Affiliate to operate and to offer the products or services associated with Affiliate's participation in the Program.

9. **Affiliate Duty to Inform:** Affiliate will promptly inform Company of any information known to Affiliate that could reasonably lead to a claim, demand or liability of or against Company by any third party.
10. **Email Communication:** The Company requires Affiliate's primary email address be listed in their profile. Those who use an email address that generates an error response consistently (e.g., "User is over quota" or "Mailbox full") will forfeit any commissions due and this contract will be terminated immediately. Visiting the Affiliate's websites or sending emails to the Company constitutes communicating electronically. Affiliate consents to receive communications from the Company electronically. The Company will communicate with Affiliate by email or by posting notices on its website. Affiliate agree that all agreements, notices, disclosures and other communications that the Company provides electronically satisfy any legal requirement that such communications be in writing. Affiliate understands that they may NOT opt out of any emails from the Company. Affiliate must continually have a valid email account on file with the Company or Company reserves the right to terminate Affiliate's participation immediately, without any refund of any license fees paid or payment of any commission due.
11. **Affiliate Sales & Tracking:** After signing up for the Program, Affiliate will receive a unique affiliate URL ("Link") which will link to the sign-up page for the Services. When someone clicks through this Link and signs up to use the Services during that visit, Affiliate's ID will be associated with the Member's account on the Services. The commission will be given based on the existence of the Affiliate's ID on Member's account. In order to receive proper credit for sales, a person or entity must purchase through Affiliate's unique affiliate Link. Company may withhold payment if, in its reasonable discretion, it has reason to believe that acts or omissions by Affiliate related to the Program are fraudulent, illegal, or otherwise improper or in violation of this agreement.
12. **Privacy:** Affiliate acknowledges and agrees that Affiliate's participation in the Program, including information transmitted to or stored by Company, is governed by the Company Privacy Policy found at <https://optiontradersassistant.com/ota-privacy-policy/>.

### 3. Compensation.

1. Subject to: (a) Affiliate's compliance with this Agreement, and (b) the commission plan associated with an Affiliate's activities pursuant to the Program, Affiliate will be entitled to receive certain fees from Company (the "Fees"). The commission rates may be changed at anytime and can be viewed via your account on the Services.

2. **ATTENTION:** If the Member account referred has not been created through your custom affiliate Link we cannot attribute the commission to you and cannot issue any payouts for that account. Please make sure all Member accounts you refer are created through your custom affiliate Link.
3. Recurring commissions are paid monthly in US Dollars via PayPal, about 30-60 days after Company is paid by the Member, for as long at the Member continues their subscription to the Services and the Affiliate's participation in the Program has not been terminated. Affiliate is responsible for always maintaining a PayPal account through which they receive their commissions/referral fees. The Company assumes no responsibility for an Affiliate not maintaining their PayPal account. If Affiliate fails to setup a PayPal account and Company is unable to pay Affiliate because of such failure after one hundred-twenty (120) days after commissions or referral fees have earned, then Affiliate waives, and agrees that they shall not be paid for, any such commissions or referral fees.
4. Commissions are not paid for any sales for which payment has not been received, or for any transaction that has been rejected for any reason. Company is not responsible for paying interest to Affiliates for accrued but not yet delivered commission payments.
5. All commissions are calculated based on the gross transaction, including all sales, refunds and charge-backs. "Gross transaction" means that processor fees are not deducted from the base amount when calculating commissions.
6. Company reserves the right to modify the Fees or the payment terms at any time upon reasonable advance notice to Affiliate. Such notice will be provided by email, or posting a notice on the Company website and/or the Services, as applicable. In the event of any disputes over Fees, Company's determination will be final and binding.
7. Notwithstanding anything to the contrary in this Agreement, Company will not be responsible to pay any Fees:
  1. related to amounts that have been refunded by Company;
  2. for a subscriber created or owned in whole or in part by Affiliate;
  3. related to fraudulent sales; or
  4. related to revenues that have been subject to chargebacks;
8. If any Fees paid by Company are subsequently discovered to be subject to one or more of the exclusions set out above, or to have been paid in error, Company will have the right, at its sole discretion, to: (a) reclaim any Fees paid to Affiliate in error; or (b) set off the excluded or erroneous amounts from payments due to Affiliate in the future. If the Agreement is terminated before such amounts are fully repaid by Affiliate to Company,

Affiliate agrees to pay to Company the remaining balance within thirty (30) days of the effective date of termination of the Agreement.

4. Taxes: Affiliates are responsible for all applicable Taxes that arise from or as a result of any activities under this Agreement. If Taxes are not collected by Company, Affiliate is responsible for determining if Taxes are payable on such transaction, and if so, self-remitting Taxes to the appropriate tax authorities.
5. Term and Termination.
  1. This Agreement will become effective upon application to the Program by the Affiliate and will remain in effect until terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by providing written notice to the other party. Fraudulent or other unacceptable behavior by Affiliate, as determined by Company in its sole discretion, may result in one or more of the following actions being taken by Company: (a) termination of Affiliate's affiliation; (b) suspension of some or all Affiliate privileges under the Program; and (c) termination of the Affiliate Account entirely without notice to, or recourse for, Affiliate.
  2. Consequences of Termination: Upon termination of this Agreement: (a) each Party will return to the other Party, or destroy (and provide certification of such destruction), all property of the other Party in its possession or control; (b) Affiliate will immediately cease displaying any Company Trademarks on any Website or otherwise; and (c) all rights granted to Affiliate under this Agreement will immediately cease, including but not limited to the right of Affiliate to access the Services, or to receive any payments of Fees under this Agreement, unless otherwise determined by Company in its sole discretion.
  3. Any provisions of this Agreement that by their nature are intended to survive, will survive termination.
6. Trademark:
  1. During the term of this Agreement, Company hereby grants to Affiliate a limited, revocable, non-exclusive, non-sub-licensable and non-transferable license to display the Company Trademarks solely as necessary to perform Affiliate's obligations under this Agreement. Affiliate acknowledges and agrees that: (a) it will use Company Trademarks only as permitted under this Agreement; (b) it will use the Company Trademarks in a lawful manner and in strict compliance with all format(s), guidelines, standards and other requirements prescribed by Company in writing from time to time; (c) the Company Trademarks are and will remain the sole property of Company; (d) nothing in this Agreement will confer in Affiliate any right of ownership in the Company Trademarks and all use thereof by Affiliate will inure to the benefit of Company; (e) Affiliate will not, now or in the future, apply for or contest the validity of any Company

Trademarks; and (f) Affiliate will not, now or in the future, apply for or use any term or mark confusingly similar to any Company Trademarks.

2. Restrictions on Affiliate's Use of the Company Trademarks: Affiliate will not:
  1. use the Company Trademarks or variations or misspellings thereof in Affiliate's business name, logo, branding, advertising, social media or domain name (including without limitation top-level domains, sub-domains and page URLs), products or services, unless granted express written permission by Company in advance of each use; or
  2. purchase or register search engine or other pay-per-click keywords (such as Google Ads), trademarks, email addresses or domain names that use the Company Trademarks or any variations or misspellings thereof that may be deceptively or confusingly similar to the Company Trademarks.
7. Proprietary Rights of Company: As between Affiliate and Company, Company Trademarks and all software, documentation, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, websites, and any additional intellectual or other property used by or on behalf of Company or otherwise related to the Service, the Program, or Company together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and appurtenant thereto (collectively, "Company Property") will be and remain the sole and exclusive property of Company. To the extent, if any, that ownership of any Company Property does not automatically vest in Company by virtue of this Agreement, or otherwise, and vests in Affiliate, Affiliate hereby transfers and assigns to Company, upon the creation thereof, all rights, title and interest Affiliate may have in and to such Company Property (and waives any and all moral rights, as applicable), including the right to sue and recover for past, present and future violations thereof.
8. Company's Use of Affiliate's Intellectual Property: Affiliate grants to Company a worldwide, non-exclusive, royalty-free, transferable and sub-licensable right and license to use and display in any manner the Affiliate's trademarks, service marks, logos, trade names, copyrighted content, graphic files, images and other intellectual property, in connection with and for the purpose of performing its obligations and exercising its rights under this Agreement. In addition, at Company's discretion, Company may use any such intellectual property for the purposes of promoting or marketing Affiliate, Affiliate's products or services, or as otherwise agreed to with Affiliate.
9. Confidentiality: "Confidential Information" will include, but will not be limited to, any and all information associated with a Party's business and not publicly known, including specific business information, technical processes and formulas, software, customer lists, prospective customer lists, names, addresses and other information regarding customers and prospective customers, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other

confidential and proprietary information, whether or not marked as confidential or proprietary. Each Party agrees to use the other Party's Confidential Information solely as necessary for performing its obligations under this Agreement and in accordance with any other obligations in this Agreement including this Section. Each Party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure or use of any such Confidential Information, other than (a) by or to its employees, agents and subcontractors who must have access to such Confidential Information to perform such Party's obligations under this Agreement, who each will treat such Confidential Information as provided in this Agreement, and who are each subject to obligations of confidentiality to such Party that are at least as stringent as those contained in this Agreement; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the Parties and the subject matter contained in this Agreement, provided that, if legally permitted, the receiving Party will give the disclosing Party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving Party can prove: (a) was already in the public domain, or was already known by or in the possession of the receiving Party, at the time of disclosure of such information; (b) is independently developed by the receiving Party without use of or reference to the other Party's Confidential Information, and without breaching any provisions of this Agreement; or (c) is thereafter rightly obtained by the receiving Party from a source other than the disclosing Party without breaching any provision of this Agreement

10. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; judicial or government action or restrictions; or other cause outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.
11. Representations and Warranties. The Affiliate represents and warrants that (a) the Affiliate has the power and authority to enter into this Agreement; (b) the Affiliate will comply with all applicable laws, regulations and ordinances in the performance of its obligations under this Agreement; and (c) the Affiliate will not engage in any deceptive, misleading or unethical practices in the promotion of the Services, (d) participation in the Program will not conflict with any of Affiliate's existing agreements or arrangements. The Program, the Company Trademarks, and the Service are provided "as-is." Company makes no warranties under this Agreement, and Company expressly disclaims all warranties, express or implied, including, but not limited to, warranties of merchantability, non-infringement or fitness for a particular purpose. Without limiting the foregoing, Company further disclaims all representations and warranties, express or implied, that the Company Trademarks or the Service, satisfy all of Affiliate's requirements and or will be uninterrupted, error-free or free from harmful components. If Affiliate is an individual, they must be the older of (a) 18 years, or (b) at least the age of majority in the jurisdiction where they reside and from where they carry out Affiliate activities. Affiliate



confirms that they are becoming an Affiliate for the purposes of carrying on a business activity and not for any personal, household or family purpose. Affiliate acknowledges and agrees that Affiliate will be responsible for the performance of all of its obligations under the Agreement, regardless of whether it sub-licenses or subcontracts any such obligations to any third party, including but not limited to any affiliates or subsidiaries of Affiliate.

12. **Limitation of Liability.** The Company will not be liable to the Affiliate for any direct, indirect, incidental, consequential, special or punitive damages arising out of or related to this Agreement, including but not limited to, damages for losses of profits, goodwill, use, data or other intangible losses resulting in any way from the Service, the Company Trademarks, Affiliate's participation or inability to participate in the Program, affiliate system sale tracking failures, commission processing system failures, losses of database files or backups thereof, attacks on computing resources, computer viruses, the continued viability of their products, any results of "intents of harm" to the program, or acts of God or Nature, even if the Company has been advised of the possibility of such damages. The Company makes no claim that the operation of the websites or Services will be error-free nor will the Company be held liable for any interruptions or errors. In any event, Company's liability to Affiliate under this Agreement for any reason will be limited to the Fees paid to Affiliate by Company during the six (6) month period immediately preceding the event giving rise to the claim for damages. This limitation applies to all causes of action in the aggregate, including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. These limitations will apply even if Company has been advised of the possibility of such damages. The foregoing limitations will apply to the fullest extent permitted by applicable law.
13. **Indemnification.** The Affiliate agrees to indemnify, defend and hold harmless Company and the directors, officers, employees, subcontractors and agents thereof (each, an "Indemnified Party", and collectively, the "Indemnified Parties"), with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees (collectively, "claims"), to the extent that such claim is based upon or arises out of: (a) Affiliate's breach of any representation, warranty, obligation or covenant under this Agreement; (b) Affiliate's gross negligence or willful misconduct; (c) Affiliate's breach of any term of this Agreement (including any documents it incorporates by reference); (d) any third party claim that Affiliate's products or services infringes the intellectual property or other rights of a third party; (e) Affiliate Taxes, including any audits or penalties related thereto; (f) the performance, non-performance or improper performance of the Affiliate's products or services; and (g) any breach of applicable law by the Affiliate.
14. **Notice of Indemnification:** In claiming any indemnification under this Agreement, the Indemnified Party will promptly provide Affiliate with written notice of any claim which the Indemnified Party believes falls within the scope of the indemnifications provided under this Agreement.

15. Non-exclusive remedies: In the event of any breach or threatened breach by Affiliate of any provision of this Agreement, in addition to all other rights and remedies available to Company under this Agreement and under applicable law, Company will have the right to (a) immediately enjoin all such activity, without the necessity of showing damages or posting bond or other security, (b) immediately terminate this Agreement and Affiliate's access to the Program and the Platform, (c) receive a prompt refund of all amounts paid to Affiliate under this Agreement, and (d) be indemnified for any losses, damages or liability incurred by Company in connection with such violation.
16. Independent Contractors: The Parties to this Agreement are independent contractors. Except as otherwise expressly stated in this Agreement, Company is not an agent, representative or related entity of the Affiliate. Neither Company nor the Affiliate will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind, the other Party, except where the Affiliate expressly authorizes Company to act on its behalf in this Agreement. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.
17. Non-Exclusivity: Nothing in this Agreement is intended to create, nor will it be construed as creating, any exclusive arrangement between the Parties to this Agreement. This Agreement will not restrict either Party from entering into similar arrangements with others, provided it does not breach its obligations under this Agreement by doing so, including without limitation, any confidentiality obligations.
18. Notice: Any notice, approval, request, authorization, direction or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes (a) on the delivery date if delivered personally, or by email to Affiliate's email address listed in the Affiliate Account or as otherwise provided by the Affiliate to Company; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid. Notice will be sent to the Affiliate at the address provided in the Affiliate Account, and to Company at P.O. Box 12, Barhamsville, Virginia 23011.
19. Arbitration: Except with respect to violations of Company's intellectual property or proprietary rights, and except with respect to suits brought against Company by third parties, Affiliate acknowledges and agrees that Company, in its sole discretion, may elect to have any dispute involving Company settled by arbitration in the State of Virginia in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. Judgment on the arbitration award may be entered into any court having jurisdiction thereof. Affiliate agrees that Company may

seek interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of Company pending the completion of arbitration.

- 20.No Waiver: The failure of any Party to insist upon or enforce strict performance by another Party of any provision of this Agreement or to exercise any right under this Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect. Each waiver will be set forth in a written instrument signed by the waiving Party. The section headings used in this Agreement are for convenience only and have no legal effect. Any cause of action brought against Option Trader's Assistant arising out of this Agreement or the Services must commence within one (1) year after the cause of action arose.
- 21.Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to any principles of conflicts of law.
- 22.Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether oral or written.
- 23.Modification. The Company reserve the rights to modify the terms of this agreement at any time, with or without notice to Affiliate.

- END -