



Financial Solutions to Value a Sustainable Future

Training Services Agreement

PLEASE READ THIS TRAINING SERVICES AGREEMENT BEFORE PURCHASING OR USING THE SERVICES. BY USING OR PURCHASING THE SERVICES, CUSTOMER SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT ENGAGE WITH USE OF THE SERVICES.

This Training Services Agreement is between Green Energy Money, Inc. a Texas corporation, located at 1110 Ranch Road 620 South, Suite D Austin, TX 78734 ("GEM"), and Affiliates, and the user of GEM's services that accepts the terms of this Agreement ("Customer"). The effective date of this Agreement ('Effective Date') is the date that Customer signs this agreement. Capitalized terms have the meaning set forth in Section 8.

- 1. Services.** Customer may purchase training services (the "Services") under this Agreement from GEM by signing this agreement, prior to, or the day of the training. Services are only for Customer's internal use and Customer may not use the Services to supply any consulting, support or training services to any third party.
- 2. Fees.** Customer shall pay fees ("Fees") set forth under section 9 below.
- 3. Nondisclosure.** For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." Confidential Information means all information concerning the parties' business including, but not limited to, all tangible, intangible, visual, electronic, present, or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs, and know-how; (d) business information, including operations, planning, marketing interests, and products; and (e) the terms of any agreement between GEM and the Customer and the discussions, negotiations and proposals related to that agreement. Confidential Information disclosed to the other party must be clearly identified. Recipient will only have a duty to protect Confidential Information if it is disclosed in a manner in which the Discloser reasonably communicated, or the Recipient should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. The Recipient does not have an obligation to protect Confidential Information that is: (a) in the public domain through no fault of the Recipient; (b) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

(d) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information; or



Financial Solutions to Value a Sustainable Future

(e) disclosed with the prior written consent of the Discloser. A party may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other party. Upon Discloser's written request, Recipient will promptly return all Confidential Information and copies, or notify Discloser in writing that it has destroyed all such materials. The Recipient may use Residuals (as defined below) for any purpose, including use in the acquisition, development, manufacture, promotion, sale, or maintenance of products and services; provided that this right to

Residuals do not represent a license under any intellectual property and/or proprietary rights of Discloser. "Residuals" means information that is retained in the unaided memories of Recipient's employees, agents, or contractors as permitted herein, who have had access to the Discloser's Confidential Information. Memory is unaided if the employee or contractor has not intentionally memorized the Confidential Information for the purpose of retaining and subsequently using or disclosing it.

4. Intellectual Property.

4.1 GEM training courses and training materials ("Materials") and all worldwide intellectual property rights therein, as the same may be amended and/or extended, including the copyright, and patented proprietary methods, are wholly owned solely by GEM, who shall retain all right, title and interest in and to all Materials. Customer shall be entitled to keep and use all Materials provided by GEM to Customer, but without any other license to exercise any of the intellectual property rights therein, all of which are hereby strictly reserved to GEM. In particular and without limitation, Materials may not be copied electronically or otherwise whether or not for archive purposes, modified including translated, re-distributed, disclosed to third parties, lent, hired out, made available to the public, sold, offered for sale, shared, or transferred in any other way. The use of any Materials will be limited to use by the specific persons to whom the Services are provided. All GEM trademarks, trade names, logos and notices present on the Materials shall be preserved and not defaced, modified or obliterated. Customer shall not use any GEM trademarks without GEM's express written authorization.

4.2 Customer acknowledges that as part of performing the Services, GEM personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship or creative works, ideas, knowledge, data or other materials which have been originated or developed by the personnel of GEM or its affiliates or by third parties under contract to GEM to develop same, or which have been purchased by, or licensed to, GEM (collectively, "GEM Proprietary Intellectual Property"). GEM Proprietary Intellectual Property includes, but is not limited to, any new or improved methodologies or tools developed by GEM during the course of any project under this Agreement. Customer agrees that GEM Proprietary Intellectual Property is the sole property of GEM (or its licensor) and that GEM (or its licensor) will at all times retain sole and exclusive title to and ownership thereof. Except as expressly provided above, nothing contained in this Agreement or otherwise will be construed to grant to Customer any right, title, license or other interest in, to or under any GEM Proprietary Intellectual Property.

5. Warranty and Disclaimer.



Financial Solutions to Value a Sustainable Future

5.1 GEM warrants that the Services shall be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Customer believes there has been a breach of this warranty, Customer must notify GEM in writing promptly following delivery of the Services stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then GEM's sole obligation, and Customer's exclusive remedy, shall be for GEM to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty.

5.2 EXCEPT AS PROVIDED IN SECTION 5.1 ABOVE, THE SERVICES AND ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THIS AGREEMENT, ARE PROVIDED TO CUSTOMER "AS-IS" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, NON-INFRINGEMENT, TITLE, PERFORMANCE, AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, NEITHER THE SERVICES NOR ANY MATERIALS FURNISHED TO CUSTOMER UNDER THIS AGREEMENT ARE SPECIFICALLY DESIGNED, MANUFACTURED OR INTENDED FOR USE IN THE PLANNING, CONSTRUCTION, MAINTENANCE, CONTROL, OR DIRECT OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, CONTROL OR COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, OR DIRECT LIFE SUPPORT SYSTEMS.

6. Limitation of Liability. IN NO EVENT WILL GEM BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, RELIANCE, PUNITIVE, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND AND HOWEVER CAUSED. IN NO EVENT WILL GEM'S CUMULATIVE LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF THE TOTAL FEES PAID TO GEM UNDER THIS AGREEMENT BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING ANY SUCH CLAIM. THE PROVISIONS OF SECTIONS 5 AND 6 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND GEM. GEM'S FEES FOR THE SERVICES REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

7. Term and Termination.

7.1 The term (the "Term") of this Agreement shall commence on the Effective Date and shall continue until the Services have been delivered.

7.2 If Customer provides written notice of its intent to cancel the Services to GEM at least 72 hours prior to the scheduled date of the Services, Customer may elect to receive a full refund or to reschedule the Services. If GEM cancels the Services, Customer may choose to receive a full refund or to reschedule the Services.

7.3 Sections 2, 3, 4, 5, 6, 7 and 8 shall survive the expiration or termination of this Agreement.

8. General.

8.1 This Agreement shall be governed by the laws of the State of Texas. For all disputes arising out of this Agreement, the parties consent to the jurisdiction of the courts serving Travis County, Texas.

8.3 Unless otherwise specified in this Agreement, all notices shall be in writing and shall be mailed (via registered or certified mail, return receipt requested), delivered by a nationally recognized express courier



Financial Solutions to Value a Sustainable Future

service with the ability to track shipments, or personally delivered to the other party at the address set forth above for GEM and at registration for Customer. All notices shall be effective upon receipt.

8.4 This Agreement is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. All amendments to this Agreement must be in writing, executed by both parties and expressly state that they are amending this Agreement.

8.5 Failure to enforce any provision of this Agreement shall not constitute a waiver thereof. No waiver shall be effective unless it is in writing and signed by the waiving party. If a party waives any right, power, or remedy, the waiver shall not waive any successive or other right, power, or remedy the party may have under this Agreement. If any provision is found to be unenforceable, it and any related provisions shall be interpreted to best accomplish the unenforceable provision's essential purpose.

8.6 Neither party shall be liable for failures or delays in performance due to causes beyond its reasonable control, including, but not limited to, any act of God, fire, earthquake, flood, storm, natural disaster, accident, pandemic, labor unrest, civil disobedience, act of terrorism or act of government; however, the inability to meet financial obligations is expressly excluded. Both parties hereto agree to use their best efforts to minimize the effects of such failures or delays.

9. Fees. Training costs for individuals and companies are subject to Green Energy Money's management discretion. Training materials and advanced training fees are subject to change and management promotions.



Financial Solutions to Value a Sustainable Future

Company – Individual Name

Green Energy Money, Inc.

Signature

Teresa Lopez

Signature

Teresa Lopez, CEO, Trainer

Print Name

Title

Print Name

Title

Teresa Lopez

Effective Date:

Effective Date: