

MEMORANDUM OF AGREEMENT

(Trading Risk Disclosure, Non-Disclosure/Non-Compete, Privacy Consent, and General Undertakings)

KNOW ALL MEN BY THESE PRESENTS:

This **Consolidated Training Agreement** (“**Agreement**”) is made and entered into by and between:

LEGENDARY TRADING ACADEMY, a duly organized entity under the laws of the Republic of the Philippines, with principal office address at **2 Calderon St., J.P. Rizal St., Calumpang, Marikina City, Metro Manila**, herein represented by **Ms. Lady Denily Digo**, in her capacity as **President and Chief Executive Officer (CEO)**, hereinafter referred to as the “**Trading School**”;

– and –

_____, of legal age,
single/married, Filipino, and a resident of
_____, hereinafter
referred to as the “**Participant**.”

The Trading School and the Participant may hereinafter be collectively referred to as the “**Parties**.”

RECITALS

WHEREAS, the Trading School offers comprehensive programs, mentorship, and professional training in trading, investment, and financial literacy;

WHEREAS, the Trading School requires all participants to acknowledge the inherent risks involved in trading, to maintain the confidentiality of its proprietary materials, to refrain from engaging in competition with the Academy, and to consent to the limited use of their personal data;

WHEREAS, for administrative efficiency and enforceability, the Trading School has consolidated these undertakings — namely the Trading Risk Disclosure, Non-Disclosure/Non-Compete, and Privacy and Data Protection Agreements — into a single binding instrument;

WHEREAS, the Participant has **expressed his/her intent** to enroll in the Trading School’s programs and to abide by its standards of conduct, confidentiality, and professionalism;

WHEREAS, both Parties acknowledge that this Agreement represents a **mutual trade-off**, wherein the Trading School grants access to its proprietary training resources, mentorship, and systems, while the Participant agrees to uphold confidentiality, non-competition, and professional decorum at all times;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereby agree as follows:

ARTICLE I

ACKNOWLEDGMENT OF RISKS

1. The Participant acknowledges that trading in stocks, foreign exchange, commodities, cryptocurrencies, and other financial instruments involves **substantial risk**, including the potential loss of all invested capital.
2. The Trading School does not provide investment or brokerage services, and all content delivered through its programs is strictly for **educational purposes**.
3. The Trading School makes no guarantee or assurance of profitability or trading success. The Participant acknowledges that trading results vary and depend on individual skill, discipline, and market conditions.
4. The Participant assumes **full and sole responsibility** for all trading decisions made and releases the Trading School, its officers, instructors, and affiliates from any liability for financial loss or damage.

ARTICLE II

CONFIDENTIALITY

1. The Participant shall maintain the **strict confidentiality** of all proprietary information and trade secrets of the Trading School, including trading systems, indicators, modules, templates, mentorship materials, and any other intellectual property.
2. Such materials shall not be disclosed, shared, reproduced, or distributed without the prior written consent of the Trading School.
3. This obligation shall survive the termination of this Agreement and remain effective for **five (5) years** after completion of training.

4. Unauthorized disclosure or use of confidential materials shall render the Participant liable for **liquidated damages and legal remedies** under Philippine law.

ARTICLE III

NON-COMPETE AND NON-SOLICITATION

1. For a period of **three (3) years** after completion of training, the Participant shall not, directly or indirectly, without written consent of the Trading School:
 - a. Teach, sell, or monetize the Trading School's proprietary trading systems or mentorship materials;
 - b. Establish or assist any business, consultancy, or online platform that directly competes with the Trading School;
 - c. Use the name "Legendary Trading Academy" or any of its branding in any unauthorized training or business activity; or
 - d. Solicit or recruit any student, mentor, or client of the Trading School for any competing enterprise.
2. The Participant agrees that this restriction is **reasonable, necessary, and supported by valid consideration**, and that any breach shall entitle the Trading School to liquidated damages and injunctive relief.

ARTICLE IV

PRIVACY AND DATA PROTECTION

1. The Trading School shall collect and process personal data in compliance with the **Data Privacy Act of 2012 (R.A. 10173)**.
2. The Participant grants consent for the collection and use of his/her personal data, including **photos, videos, and testimonials**, for legitimate business, enrollment, and promotional purposes.
3. The Participant retains the right to request access, correction, or deletion of personal data through a written request to the Trading School's Data Protection Officer.
4. All data shall be securely stored and accessible only to authorized personnel, and shall be deleted or anonymized once no longer required for legitimate business purposes.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

The Participant hereby represents and warrants that:

1. He/she has full legal capacity and authority to enter into and perform this Agreement;
2. All information provided upon enrollment is true, complete, and accurate;
3. He/she shall act in good faith and maintain professional decorum throughout training;
4. All testimonials, feedback, and public communications made regarding the Trading School shall be truthful, accurate, and not misleading;
5. He/she shall not misrepresent himself/herself as a coach, affiliate, or partner of the Trading School without written authorization; and
6. Any violation of these warranties shall constitute a **material breach** subject to immediate termination and damages.

ARTICLE VI

TERMINATION

1. **Termination for Cause.** The Trading School may terminate this Agreement in case of material breach, after providing **five (5) days' written notice** and failure of the Participant to cure the breach within said period.
2. **Immediate Termination by the Trading School.** The Trading School may immediately terminate this Agreement without need of notice in cases of:
 - a. Fraud, dishonesty, or willful misconduct;
 - b. Breach of Confidentiality, Non-Compete, or Privacy provisions;
 - c. Acts damaging to the reputation or goodwill of the Trading School.
3. Upon termination, all access to educational materials shall cease, and the Participant shall return or permanently delete all Confidential Information.
4. Termination shall be without prejudice to any accrued rights or remedies of the Trading School.

ARTICLE VII

LIQUIDATED DAMAGES

1. Any violation of the provisions on **Confidentiality, Non-Compete, Non-Disparagement, or Privacy** by the Participant shall render the him liable for **liquidated damages amounting to Five Hundred Thousand Pesos (₱500,000.00)** per breach, without prejudice to actual, moral, or exemplary damages recoverable under law.
2. The Trading School shall have the right to seek **injunctive relief** to prevent further damage and may immediately revoke the Participant's access and privileges.
3. Payment of liquidated damages shall not exempt the Participant from further liability under law.

ARTICLE VIII

NON-DISPARAGEMENT

1. The Participant agrees that, during and after participation in the Trading School's programs, he/she shall not, directly or indirectly, make, post, or publish any false, negative, or disparaging statements about the Trading School, its officers, mentors, staff, or affiliates.
2. This includes statements made verbally, in writing, or through online platforms such as social media, blogs, forums, or messaging groups.
3. Nothing herein shall prevent the Participant from providing truthful statements in legal proceedings or official investigations when compelled by law.
4. Any breach of this clause shall be deemed a **material breach**, subjecting the Participant to liquidated damages, termination, and possible legal action for defamation or damages.

ARTICLE IX

GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by and construed in accordance with the laws of the **Republic of the Philippines**.
2. In case of litigation the Parties agree that the only the proper Courts of Quezon City shall be the venue, to the exclusion of all other Courts.

ARTICLE X

MISCELLANEOUS PROVISIONS

1. **Severability.** If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.
2. **Waiver.** The failure of either Party to enforce any provision shall not constitute a waiver of such right.
3. **Entire Agreement.** This Agreement constitutes the full understanding between the Parties and supersedes any prior agreements on the same subject.
4. **Amendments.** Any modification must be in writing and signed by both Parties.
5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors, and assigns.

ARTICLE XI

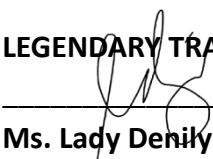
ACKNOWLEDGMENT AND CONSENT

By signing below, the Participant affirms that he/she:

- Has read and fully understood this Agreement;
- Acknowledges the risks of trading and accepts full responsibility for outcomes;
- Agrees to be bound by the Confidentiality, Non-Compete, Non-Disparagement, and Privacy provisions; and
- Voluntarily grants informed consent for the use of personal data, photos, and videos for legitimate purposes under the Data Privacy Act of 2012.

IN WITNESS WHEREOF, the Parties have hereunto set their hands this 7th day of February, 2026, at **Marikina City, Philippines**.

LEGENDARY TRADING ACADEMY


Ms. Lady Denily Digo

President and Chief Executive Officer

Participant

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2026, in Quezon City, Philippines, personally appeared the following parties with their respective competent evidence of identities, both known to me and to me known to be the following persons who executed the foregoing *Memorandum of Agreement*, consisting of seven (7) pages including this page where this Acknowledgement is written. The Parties acknowledged that the same is his/her free and voluntary act and deed.

NAME	GOV'T ID NUMBER	EXPIRY/DATE OF ISSUE
Ms. Lady Denily Digo		

Doc. No. _____

Page No. _____

Book No. _____

Series of