

## **CONFIDENTIALITY, NON- DISCLOSURE, & NON-COMPETE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement, (hereinafter the "agreement")

Is entered into by and between **STEVE A. BOYD**, (hereinafter "Kingfish")

\*and your name printed \_\_\_\_\_,

Hereinafter "Client" on this \_\_\_\_\_ Day of \_\_\_\_\_ 2006

**WHEREAS**, Kingfish is in the business of educating students, for a fee, in Kingfish's Knowledge, Information, Techniques, Patterns, Strategies, Theories, etc. pertaining to Technical Analysis and useful applications thereof in determining market direction in various futures, commodities, currency, stock and options markets hereinafter "methods".

WHEREAS, Client has sought out, has contacted and contracted Kingfish to teach Client Kingfish's methods as taught by and or supplied by Kingfish.

WHEREAS, Client has agreed to pay and Kingfish has agreed to accept the sum of US\$7,500.00 for the teaching of Kingfish's Methods.

WHEREAS, Kingfish has further agreed to provide mentoring to Client on an ongoing, limited basis via the internet, telephone, email, or by fax, so as to ensure that Client fully understands Kingfish's methods which are covered in ongoing classroom sessions conducted on line. Client understands that any future education received from Kingfish concerning deeper levels of understanding regarding various markets or relating to advanced trading knowledge, timeframes or methodologies not covered during the initial sessions may require additional payment by Client to Kingfish from time to time, at the sole discretion of Kingfish.

WHEREAS Client fully understands the value and proprietary nature of the information and methods received from Kingfish. This proprietary value precludes any refund whatsoever.

WHEREAS Kingfish has fully disclosed that it/he is not nor any of its officers, directors or employees in any way whatsoever a broker, dealer broker/dealer of securities or commodities of any kind that it/he does not hold nor does it purport to actively hold any licenses to deal in such securities, or commodities, of any kind and that it/he is not, nor are any of its officers, directors, or employees a CTA, CFA, CFP, CPA or any other financial, accounting or legal professional and that Kingfish's sole purpose is to provide education of its/his methods which may provide a limited view and interpretation of possible market action scenarios.

WHEREAS Client agrees and understands that the education received from kingfish is only one of many possible interpretations of market understanding and possible directional action and that any use of Kingfish's methods by Client is strictly and solely at Clients own risk.

This Agreement will confirm and memorialize the mutual understanding of Client and Kingfish concerning Kingfish's methods at the time of signing this agreement and shall remain in full force and effect unless otherwise modified by the parties hereto.

Client is fully aware that Kingfish's methods have taken many years to develop and assemble at great, expense, cost and hardships to Kingfish and therefore are unique and are highly valuable. Client has

specifically sought out, and contracted Kingfish and specifically requested that Kingfish make available to Client, Kingfish's methods and thereby teach Client Kingfish's methods. Client agrees and further understands the confidential and proprietary nature of Kingfish's methods and further understands that any distribution or sharing of Kingfish's methods by Client either directly or indirectly by Client, would be harmful to Kingfish and Kingfish's business of teaching its methods should they be made freely available. Therefore, Client agrees to protect, defend and keep confidential, Kingfish's methods for Client's sole use, benefit and enjoyment.

Client hereby confirms that he/she is not a professional trader and that any knowledge gained during such training by Kingfish shall be solely for Client's own use. Client further agrees that he/she is not currently engaged in the business of teaching, training or coaching in market knowledge information, indicators technical analysis, etc. and that the Client in no way whatsoever, will either directly or indirectly, copy, print, distribute, share or in any way make available to any other person, group or entity, Kingfish's methods. Further, Client agrees that at no time in the future shall client in any way engage in the practice, whether for profit or not, of teaching, lecturing, training, or coaching of individuals or groups of any kind, any of the information which constitutes any part of Kingfish's methods without the express written permission.

Client agrees and understands that Kingfish makes no recommendations to either buy or sell any futures contract, commodity, currency, stock or option, etc., and that any use of any specific futures, commodity, currency, stock or options chart, table, chain or quote by Kingfish either during or within any training session or thereafter is merely for illustration and educational purposes and in no way whatsoever constitutes an endorsement or recommendation to buy or sell any such futures, commodity, currency, stock, option contract etc..

The parties agree that in any dispute arising between the parties, the circuit courts of Loudoun County, Virginia shall be the venue and client agrees to pay any and all court costs and hereby waives its right to a trial by jury.

The parties further agree that signatures provided via fax shall be accepted as originals and that any payment made by Client for any Kingfish manual, material, or knowledge in connection herewith constitutes further acceptance of this agreement.

**IN WITNESS HEREOF**

The parties hereto have hereunto affixed their hands as of the date first written above.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Your Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Your Pal Talk Screen Name (Names)**

\_\_\_\_\_  
**Referred By**

[www.Kingfishtraders.com](http://www.Kingfishtraders.com)

**Fax 800 709-1516**

**Phone 800 443-3915**