

VALOR EDUCATION & TRAINING, LLC

TRAINER AGREEMENT CLICK-THROUGH ACCEPTANCE FORM

Effective Date:06/24/2024

Trainer Agreement ("**Agreement**") by and between Valor Education & Training, LLC, a New Jersey limited liability company ("**Valor**"), and **Disney Willson** ("**Trainer**").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE TRAINING MATERIALS OR TRAINING PROGRAM. THIS AGREEMENT STIPULATES THE TERMS AND CONDITIONS OF USE OF THE TRAINING MATERIALS, TRAINING PRO AND ALL PRODUCTS AND SERVICES OFFERED BY VALOR EDUCATION & TRAINING ("VALOR"), INCLUDING THROUGH THE VALOR WEBSITE.

THE PRODUCTS AND SERVICES OFFERED BY VALOR ARE SUBJECT TO THE TERMS AND CONDITIONS HEREIN. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS EULA, DO NOT USE THE TRAINING MATERIALS IN ANY MANNER. YOU AGREE TO INDEMNIFY VALOR FOR VIOLATION OF THESE TERMS.

IF YOU CLICK "AGREE", YOU ACCEPT TO BE A PARTY TO THIS AGREEMENT TOGETHER WITH ALL UPDATES, ADDITIONAL TERMS AND SOFTWARE LICENSES, IF ANY, (COLLECTIVELY, THE "AGREEMENT"), TO BE BOUND BY ITS TERMS AND CONDITIONS AND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS. ONLY IF YOU AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD CLICK 'AGREE'. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, SELECT THE "I DECLINE" BUTTON, AND YOU MAY NOT USE THE TRAINING MATERIALS OR ANY OF THE PRODUCTS AND SERVICES.

WHEREAS, Valor has applied for registration of the certification marks "Certified Veteran Caregiver Specialist Trainer," "CVCS-T" ("**Trainer Certification Marks**") and "Certified Veteran Caregiver Specialist," and "CVCS" (the "**Veteran Caregiver Certification Marks**," and collectively, the "**Certification Marks**") which are currently pending at the United States Patent and Trademark Office ("**USPTO**");

WHEREAS, Valor has developed a certification program titled the Veteran Caregiver Specialist Training Program (the "**Training Program**") pursuant to which graduates that successfully complete the Training Program and have met the required standards and criteria to become a certified veteran caregiver specialists are granted the right to use the certification marks (1) "Certified Veteran Caregiver Specialist Trainer" and "CVCS-T", provided that the graduate has also achieved a certain level of verifiable and measurable skill in veteran caregiver training sufficient to train individuals, as confirmed by Valor; and (2) "Certified Veteran Caregiver Specialist" and "CVCS", as confirmed by Valor;

WHEREAS, Valor has expended much time and effort into developing training materials, including educational materials, course materials, guides, instructions, directions, in the form of booklets, pamphlets, videos, multimedia materials, checklists, and other documentation for the Training Program ("**Training Materials**");

WHEREAS, Trainer is an individual who has successfully completed the Training Program and has been certified as a Certified Veteran Caregiver Specialist Trainer and wishes to provide Certified Veteran Caregiver Specialist training classes and distribute copies of the Training Materials to students that attend Trainer's classes and programs and that have executed an end user license agreements ("**EULA**") with Valor granting a license to

such students to use the Training Materials (“**Licensed Trainees**”).

WHEREAS, Valor and Trainer have entered into this Agreement to provide Trainer with access to the Training Program and the Training Materials, as described below, subject to the Trainer Agreement Terms and Conditions (“**Terms and Conditions**”) and the provisions as set forth in the Terms and Conditions, available for review at valorhealthcaretraining.com.

NOW, THEREFORE, in furtherance of the promises and consideration as set forth below, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Valor shall provide Trainer with access to the Training Program and Training Materials, subject to Trainer’s continued compliance with the Terms and Conditions and payment in full, as required pursuant to Schedule A, attached hereto.
2. Trainer shall pay Valor for the Training Materials in the amounts set forth on Schedule A.
3. Trainer shall have the right to provide Training Services and copies of the Training Materials to Licensed Trainees, pursuant to the Terms and Conditions. All rights, title, and interest in and to the Training Program and Training Materials and the intellectual property rights in and to the foregoing shall remain the exclusive property of Valor, and no rights or licenses are granted to Trainer relating thereto other than as specifically granted pursuant to the Terms and Conditions.
4. This Agreement, which includes this Acceptance Form, the Terms and Conditions, and the Schedules, begins on the Effective Date and shall last for an initial term of one (1) year (“**Initial Term**”) unless terminated sooner as provided in the Terms and Conditions. This Agreement will automatically renew for additional twelve (12) month periods (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless a party provides a non-renewal notice to the other party as set forth in the Terms and Conditions.
5. Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Terms and Conditions. This Agreement may be executed in counterparts, each of which shall constitute an original and both of which together shall constitute one and the same instrument. For purposes of this Agreement, an electronic signature or a facsimile, pdf, or electronic copy of a party’s signature shall be deemed an original signature.

SCHEDULE A PRICING & FEES

PRICING TERMS

Pricing can be changed either by Valor providing Trainer with thirty (30) days’ notice or at the mutual consent of both parties.

1. Training Materials

Pricing: Valor and Trainer agree that Trainer will pay Valor the amounts set out below for the Training Materials for each Licensed Trainee that attends a Training Program given or organized by Trainer.

Training Materials	Price
CVCS-T Training and Certification (includes CVCS)	\$2500.00

2. **Registration Fees**

Trainer shall provide full disclosure and information to its prospective customers and customers regarding the registration fees payable to Valor for registering for the certification process.

Registration/Certification Program	Registration Fee
CVCS	\$175.00

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IN WITNESS WHEREOF, the parties to the Agreement execute it through their representative duly authorized.

VALOR EDUCATION & TRAINING, LLC

Nellie Stolarz

06/24/2024

Signature:

Date:

VALOR Corporate Staff Printed Name & Title: Nellie Stolarz
("Licensee") Type in Name of Licensee: Disney Willson

Disney Willson

06/24/2024

Signature of Licensee:

Date Signed by Licensee: