The National Money Transmitters Association, Inc.

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Training Agreement

This Training Agreement (the Agreement) is entered into as of ___ between the National Money Transmitters Association, Inc. (the Provider), a New York Corporation having its principal place of business at 12 Welwyn Road, Great Neck, NY 11021 and ___, a ___corporation with headquarters at ___ (the Acquiring Party.)

Product Description

The Manner of Delivery is described in *Attachment A*. The Content of the Training is outlined in *Attachments B* and *C*. The fee is reflected in the Attachment D - *Invoice*.

Apart from publicly available information, the written materials and videos are the intellectual property of the Provider. This work is licensed only according to the terms of this Agreement, only for the use of the Acquiring Party and may not be resold, loaned, copied, transferred or used, in whole or in part, in any way not provided for in this Agreement.

Recitations

The provisions of this Agreement are severable. If any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable. The rights and obligations of the Acquiring Party under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Acquiring Party. The rights, obligations and duties of the Provider hereunder may not be assigned or delegated. The Acquiring Party and the Provider are independent contractors. Both parties acknowledge and agree that the Provider's engagement hereunder is not exclusive. This Agreement constitutes the entire agreement of the parties relating to the subject matter addressed. Under no circumstances shall either party hold the other liable for any damages or expenses in connection with this Agreement, except as specifically provided by this Agreement. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of any such provision. This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of New York without reference to conflicts of law. This Agreement may be signed in one or more counterparts. Any true and correct copy of this Agreement made by photocopy or facsimile shall be treated as an original. No modification to this Agreement, nor any waiver of any rights, will be effective unless agreed to in writing by both parties. The person(s) executing this Agreement hereby represent and warrant that each respectively has the authority to execute this Agreement on behalf of the party for which he is executing.

Non-Disclosure

During the course of the Training, the Provider may receive information that is considered private and confidential. The Provider agrees not to disclose any such information to any third party without the Acquiring Party's prior written consent. The Provider agrees that it will take all reasonable steps to protect the secrecy of such information, in order to prevent it from falling into the possession of unauthorized persons. The Provider further agrees not to use such information for its own purposes or for any purpose except to carry out the aforementioned Training services. If the Provider is required to disclose said information by some law, regulation, court order or other legal process, the Provider shall give the Acquiring Party prompt written notice of such demand and assist the Acquiring Party to contest such disclosure. The Provider's obligations under this agreement shall continue in perpetuity.

In witness whereof, the parties have executed this Agreement effective as of the date first written above.

David Landsman, Executive Director National Money Transmitters Association, Inc.	_____, President _____
Date:	Date:

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