



ECHO PROJECTS GREEN CORP
350 South Miami Avenue Suite A
Miami, Florida Zip Code 33130
Phone: 786-366-4942
www.echoprojectsgreencorp.com

TRAIN-THE-TRAINER, CONFIDENTIALITY, LIMITED LICENSE TO USE, INTELLECTUAL PROPERTY AND KNOW-HOW PROTECTION AGREEMENT

This Agreement is entered into by and between **ECHO PROJECTS GREEN CORP**, hereinafter **THE ORGANIZATION**, and **THE PARTICIPANT** _____, identified by Driver's License No. _____ issued by the State of: _____.

This Agreement governs participation in the Technical Training Program in Artificial Intelligence and 3D Printing.

RECITALS

THE ORGANIZATION has developed a proprietary training model whose methodology, instructional structure, content, processes, tools, and specialized knowledge constitute strategic assets and trade secrets requiring special protection.

1. Purpose

The purpose of this Agreement is to establish the terms and conditions governing THE PARTICIPANT's participation in the Technical Training Program in Artificial Intelligence and 3D Printing, as well as to define the obligations, responsibilities, and restrictions necessary to ensure the proper protection of the information, knowledge, methodologies, developments, academic content, technical materials, intellectual property assets, trade secrets, and other strategic assets belonging to THE ORGANIZATION.

Under this Agreement, THE PARTICIPANT expressly acknowledges that, during the course of the program, THE PARTICIPANT will have access to technical, methodological, academic, commercial, and strategic information whose value provides THE ORGANIZATION with a competitive advantage. Accordingly, THE PARTICIPANT agrees to use such information solely for purposes authorized within the training process and shall refrain from reproducing, disclosing, transferring, commercially exploiting, or using it for any purpose other than those expressly permitted herein. Likewise, under this Agreement, THE ORGANIZATION grants THE PARTICIPANT only a limited authorization to use such knowledge exclusively within programs defined by THE ORGANIZATION, without such authorization constituting an assignment of intellectual property rights, a perpetual license, or authorization to independently replicate the business model.



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2. Definitions: Confidential Information includes methodologies, manuals, videos, prompts, databases, STL models, G-code, designs, documents, customer lists, strategies, proposals, processes, platforms, access credentials, configurations, and any non-public information.

3. Obligations of THE ORGANIZATION. THE ORGANIZATION agrees to provide the training process, authorized materials, and technical support:

3.1. Design, organize, and deliver the training program in accordance with the previously established content, methodology, and schedule.

3.2. Make available to THE PARTICIPANT the academic, technological, and instructional resources necessary to carry out the training activities, in accordance with the scope defined for the program.

3.3. Facilitate access to study materials, laboratories, technological tools, software, platforms, and any other resources that THE ORGANIZATION determines are necessary for the proper delivery of the training process.

3.4. Ensure that the training process is delivered by professionals with the technical and instructional competencies required to achieve the program objectives.

3.5. Protect the personal information provided by THE PARTICIPANT in compliance with applicable personal data protection laws and THE ORGANIZATION's internal information-processing policies.

3.6. Evaluate THE PARTICIPANT's performance using objective criteria previously defined and communicated during the program.

3.7. Issue, where applicable and once the established academic and administrative requirements have been satisfied, certificates or other documentation evidencing participation in or successful completion of the program.

3.8. Manage and protect the information assets, methodologies, content, tools, and other resources subject to this Agreement, adopting reasonable measures to preserve their confidentiality, integrity, and availability.

3.9. Promptly inform THE PARTICIPANT of any modification that materially affects the delivery of the program, using reasonable efforts to ensure that such modifications do not interfere with achievement of the training objectives.

4. Obligations of THE PARTICIPANT. In addition to the provisions of this Agreement, THE PARTICIPANT agrees to comply with the following obligations:

4.1. Actively participate in the academic, technical, and practical activities scheduled by THE ORGANIZATION, observing principles of respect, ethics, responsibility, and good faith.



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- 4.2. Use the information, methodologies, materials, tools, platforms, laboratories, and other resources provided exclusively for the academic purposes authorized within the training program.
- 4.3. Exercise due care in safeguarding all information, documentation, physical or digital materials, access credentials, configurations, designs, files, and other resources made available to THE PARTICIPANT, preventing their loss, alteration, reproduction, or access by unauthorized third parties.
- 4.4. Refrain from disclosing, sharing, transferring, publishing, storing, distributing, or allowing third-party access to any information classified as confidential or for the exclusive use of THE ORGANIZATION.
- 4.5. Not make audio or video recordings, screenshots, photographs, transcriptions, copies, or use any other method of reproducing program content without THE ORGANIZATION's prior express written authorization.
- 4.6. Not reproduce, modify, adapt, translate, decompile, disaggregate, reuse, or create derivative works from the materials, methodologies, or content provided during the program.
- 4.7. Refrain from using program content to provide consulting, advisory, or training services, courses, diploma programs, workshops, seminars, or any academic or commercial activity that reproduces, in whole or in part, the methodology, structure, or content developed by THE ORGANIZATION.
- 4.8. Not use the materials, documents, designs, methodologies, knowledge bases, prompts, models, exercises, or any other resource provided during the training to feed, train, build, optimize, or validate Artificial Intelligence models, virtual assistants, intelligent agents, knowledge repositories, or automation tools without THE ORGANIZATION's prior written authorization.
- 4.9. Refrain from using information learned during the program to obtain a competitive advantage for THE PARTICIPANT or any third party in a manner that could adversely affect THE ORGANIZATION's commercial, academic, or strategic interests.
- 4.10. Immediately notify THE ORGANIZATION of any loss, unauthorized access, misuse, accidental disclosure, or security incident involving the information, platforms, or resources provided during the program.
- 4.11. Return or delete, when requested by THE ORGANIZATION or upon completion of the program, all information, documentation, materials, digital files, access credentials, and other resources provided to THE PARTICIPANT, retaining only those items that THE ORGANIZATION has expressly authorized THE PARTICIPANT to retain.
- 4.12. Comply with all policies, guidelines, rules, procedures, and protocols established by THE ORGANIZATION for delivery of the program.



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4.13. At all times act with loyalty, professional ethics, and good faith, and avoid any conduct that could adversely affect THE ORGANIZATION's reputation, image, intellectual property, business relationships, or market position.

4.14. THE PARTICIPANT agrees to cooperate with THE ORGANIZATION in any verification process relating to any suspected misuse of information and to timely provide any information or evidence reasonably requested to clarify the circumstances.

4.15. Deliver, when requested by THE ORGANIZATION and when scheduling is available, a minimum of three (3) courses during the first year.

4.16. Refrain from training, certifying, instructing, or otherwise qualifying other instructors using the methodology, materials, or knowledge acquired during the Program without THE ORGANIZATION's express written authorization.

4.17. Use the methodology solely within programs authorized by THE ORGANIZATION.

First Paragraph. Any breach of the obligations set forth in this Section shall constitute a material breach of this Agreement and shall entitle THE ORGANIZATION to take the measures provided in the Section governing breach and sanctions, without prejudice to any other legal remedies that may be available.

5. Confidentiality.

5.1. Duty of Confidentiality. THE PARTICIPANT acknowledges that, as a result of participation in the Technical Training Program in Artificial Intelligence and 3D Printing, THE PARTICIPANT will have access to proprietary, confidential, strategic, and high-value information belonging to THE ORGANIZATION and therefore agrees to maintain strict confidentiality with respect to all information learned or accessed during the program. Accordingly, THE PARTICIPANT shall refrain from disclosing, communicating, reproducing, copying, storing, distributing, transferring, commercializing, publishing, or permitting access to such information through any physical, digital, audiovisual, or electronic means, except with THE ORGANIZATION's prior express written authorization.

5.2. Confidential Information. For purposes of this Agreement, Confidential Information shall include, without limitation:

- a) Training methodologies, instructional models, and teaching strategies.
- b) Manuals, guides, presentations, videos, laboratories, assessments, and instructional materials.
- c) Designs, three-dimensional models, STL files, G-Code, digital libraries, configurations, and technical parameters.



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- d) Prompts, workflows, automations, Artificial Intelligence assistants, models, intelligent agents, and other AI-related developments.
- e) Technology architectures, software, platforms, configurations, repositories, and tools used during the program.
- f) Commercial strategies, business models, cost structures, financial proposals, internal processes, expansion plans, and other strategic information of THE ORGANIZATION.
- g) Databases and information concerning customers, partners, suppliers, instructors, collaborators, and participants.
- h) Any other information that, by its nature or by express designation of THE ORGANIZATION, should be considered proprietary or confidential.
- i) Know-how, experience, techniques, methodological sequences, knowledge-transfer strategies, and any tacit knowledge developed by THE ORGANIZATION, whether or not documented.

5.3. Obligations Arising from Confidentiality. As a consequence of the duty of confidentiality, THE PARTICIPANT agrees to:

- a) Use the Confidential Information exclusively to perform the activities authorized within the program.
- b) Adopt reasonable measures to prevent access by unauthorized third parties.
- c) Not retain copies of the Confidential Information after completion of the program, except with THE ORGANIZATION's express written authorization.
- d) Immediately notify THE ORGANIZATION of any loss, disclosure, unauthorized access, or incident that compromises the confidentiality of the information.
- e) Refrain from disclosing Confidential Information even to family members, employers, customers, partners, educational institutions, or any other third party.

5.4. Exceptions. The confidentiality obligation shall not apply only where THE PARTICIPANT establishes with competent evidence that the information:

- a) Was in the public domain before being disclosed by THE ORGANIZATION.
- b) Was lawfully obtained from a source other than THE ORGANIZATION without any confidentiality restriction.
- c) Must be disclosed pursuant to an order of a competent authority or applicable law. In such event, THE PARTICIPANT shall provide prior notice to THE ORGANIZATION unless prohibited by law from doing so.

The burden of proving any of the foregoing circumstances shall rest exclusively with THE PARTICIPANT.

5.5. Duration of the Obligation. The confidentiality obligation shall commence when THE PARTICIPANT first gains access to Confidential Information and shall remain in effect notwithstanding completion of THE PARTICIPANT's participation in



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the program or termination of this Agreement, for so long as such information remains confidential or proprietary or constitutes a trade secret of THE ORGANIZATION.

5.6. Return and Destruction of Information

Upon completion of the program or at THE ORGANIZATION's request, THE PARTICIPANT shall return or destroy all Confidential Information in THE PARTICIPANT's possession or control, including physical documents, digital files, photographs, recordings, backups, backup copies, electronic repositories, and any other medium containing protected information.

When THE ORGANIZATION deems it necessary, it may require a written certification signed by THE PARTICIPANT confirming compliance with the return or destruction of the information.

First Paragraph. The duty of confidentiality set forth in this Section is a material obligation under this Agreement. Any breach shall be deemed a serious violation and shall entitle THE ORGANIZATION to pursue all applicable contractual and legal remedies, including recovery of damages incurred and measures intended to protect its information assets, intellectual property, and trade secrets.

6. INTELLECTUAL PROPERTY

6.1. Ownership of Rights. THE ORGANIZATION is and shall remain the sole and exclusive owner of all intellectual and industrial property rights related to the Technical Training Program in Artificial Intelligence and 3D Printing, including, without limitation, its methodologies, instructional models, academic content, instructional materials, manuals, guides, documents, presentations, assessments, designs, three-dimensional models, digital files, technical configurations, technology platforms, software developments, artificial intelligence tools, prompts, intelligent agents, processes, procedures, distinctive signs, trademarks, trade names, protected works, trade secrets, and any other intangible asset developed or used by THE ORGANIZATION. Participation in the program shall under no circumstances constitute an assignment, transfer, perpetual license, authorization to exploit, or recognition of any right in or to such assets.

6.2. Acknowledgment of Ownership. THE PARTICIPANT expressly acknowledges that all content, methodologies, materials, technological resources, and developments accessed during the program are the exclusive property of THE ORGANIZATION and agrees at all times to respect the intellectual and industrial property rights applicable thereto. Accordingly, THE PARTICIPANT shall refrain from registering, claiming, appropriating, reproducing, modifying, exploiting, or attempting to obtain any intellectual property right in or to such assets.



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6.3. Developments Created During Training. Designs, models, exercises, prototypes, documents, technical developments, configurations, prompts, automations, methodological proposals, printed pieces, three-dimensional models, or any other product created by THE PARTICIPANT during the program shall remain owned by their author. Notwithstanding the foregoing, where such developments: a) incorporate, in whole or in part, methodologies, Confidential Information, content, or materials proprietary to THE ORGANIZATION; b) constitute an adaptation, improvement, derivative, or evolution of THE ORGANIZATION's intellectual assets; or c) are developed using resources, platforms, laboratories, or tools provided exclusively by THE ORGANIZATION.

THE PARTICIPANT grants THE ORGANIZATION an irrevocable, royalty-free, non-exclusive, transferable license, for the entire term of legal protection, to use, reproduce, adapt, communicate, distribute, store, and otherwise employ such developments for academic, institutional, commercial, research, or continuous-improvement purposes related to the program.

6.4. Prohibition on Registration. THE PARTICIPANT agrees not to apply for, register, or cause or promote the registration, in THE PARTICIPANT's own name or in the name of any third party, of trademarks, industrial designs, utility models, works, software, methodologies, content, or any other asset that reproduces, imitates, or is substantially derived from developments owned by THE ORGANIZATION.

6.5. Protection of Know-How. The methodologies, processes, teaching sequences, instructional strategies, implementation models, technical configurations, operating procedures, evaluation criteria, curriculum structures, and other specialized knowledge developed by THE ORGANIZATION constitute know-how and trade secrets, whether or not documented.

Accordingly, THE PARTICIPANT acknowledges that such assets form part of THE ORGANIZATION's intellectual property and agrees not to reproduce, disclose, use, or exploit them beyond the scope authorized under this Agreement.

6.6. Reservation of Rights. All intellectual property rights not expressly granted by written license are reserved exclusively to THE ORGANIZATION. Any failure to exercise any such right shall not be construed as a waiver, implied authorization, implied license, or consent to use the protected assets.

6.7. The authorization to use the methodology constitutes solely a limited, personal, non-transferable, revocable, non-exclusive, and non-sublicensable license, exclusively for the purpose of delivering courses authorized by THE ORGANIZATION during the term of this Agreement.



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6.8. Termination of this Agreement shall automatically terminate any authorization to use THE ORGANIZATION's methodology, materials, presentations, assessments, manuals, and other intellectual assets.

First Paragraph. The provisions of this Section shall survive termination of this Agreement for so long as the applicable intellectual or industrial property rights or trade secrets remain protected under applicable law.

7. RESTRICTIONS. THE PARTICIPANT is prohibited from reproducing, distributing, selling, publishing, recording, translating, modifying, creating derivative works from, or using the materials received to train AI models, virtual assistants, or knowledge repositories. THE PARTICIPANT is likewise prohibited from using the methodology to train third parties, develop franchises, training schools, certification programs, or any mechanism intended to replicate the training model developed by THE ORGANIZATION.

9. COMMERCIAL USE. THE PARTICIPANT is prohibited from delivering courses, advisory services, consulting services, diploma programs, certifications, or equivalent programs using, in whole or in part, THE ORGANIZATION's methodology, instructional structure, materials, processes, assessments, methodological sequence, or know-how.

10. NON-COMPETE. For one (1) year following termination of this Agreement, THE PARTICIPANT shall refrain from using THE ORGANIZATION's know-how, methodologies, content, processes, materials, instructional structures, tools, assessments, and other intellectual assets to develop competing or substantially equivalent programs.

This restriction shall cease once THE PARTICIPANT has satisfactorily delivered a minimum of three (3) courses convened by THE ORGANIZATION during the first year of this Agreement, as certified in writing by THE ORGANIZATION.

11. NON-SOLICITATION

For one (1) year, THE PARTICIPANT shall not solicit customers, partners, instructors, employees, contractors, or students associated with the program for competing activities or for the development of competing programs using the protected methodology.



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12. Data Protection. By executing this Agreement, THE PARTICIPANT freely, in advance, expressly, and with informed consent authorizes THE ORGANIZATION, in its capacity as Data Controller, to collect, store, organize, review, update, use, circulate, transmit, transfer, retain, and, where appropriate, delete the personal data provided during the enrollment, training, evaluation, certification, and other activities related to the Technical Training Program in Artificial Intelligence and 3D Printing.

Such information shall be processed exclusively for purposes inherent to the program and to fulfill the legal and contractual obligations assumed by THE ORGANIZATION, in accordance with applicable personal data protection laws.

13. BREACH. By executing this Agreement, THE PARTICIPANT freely, in advance, expressly, and with informed consent authorizes THE ORGANIZATION, in its capacity as Data Controller, to collect, store, organize, review, update, use, circulate, transmit, transfer, retain, and, where appropriate, delete the personal data provided during the enrollment, training, evaluation, certification, and other activities related to the Technical Training Program in Artificial Intelligence and 3D Printing.

Such information shall be processed exclusively for purposes inherent to the program and to fulfill the legal and contractual obligations assumed by THE ORGANIZATION, in accordance with applicable Colombian personal data protection laws.

First Paragraph. Termination of THE PARTICIPANT's participation in the program, for any reason, shall not extinguish the obligations concerning confidentiality, information protection, intellectual property, use restrictions, non-competition, non-solicitation, or any other commitments that by their nature are intended to survive termination of this Agreement.



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14. PENALTY CLAUSE. The parties expressly agree that any total or partial breach by THE PARTICIPANT of any obligation relating to confidentiality, data protection, intellectual property, knowledge protection, use restrictions, prohibition on reproduction, unauthorized commercial use, non-competition, non-solicitation, or any other obligation deemed material under this Agreement shall require THE PARTICIPANT to pay THE ORGANIZATION the amount of FOUR THOUSAND EIGHTY DOLLARS (US\$4,080) as a contractual penalty, without the need for prior judicial demand.

First Paragraph. Enforcement of this penalty clause shall not limit THE ORGANIZATION's right to pursue any civil, commercial, administrative, or criminal remedies that may be available as a result of THE PARTICIPANT's breach of the obligations assumed under this Agreement.

15. TERM. This Agreement shall become effective on the date it is executed by the parties and shall remain in effect for one (1) year, commencing on the start date of the Technical Training Program in Artificial Intelligence and 3D Printing or, if earlier or otherwise applicable, on the date THE PARTICIPANT first obtains effective access to the content, methodologies, platforms, or other resources provided by THE ORGANIZATION. Termination of this Agreement shall not affect the continued effectiveness of obligations concerning confidentiality, intellectual property, know-how protection, restricted use of the methodology, or any other obligations that by their nature are intended to survive.

This Agreement shall be deemed fully executed upon signature by the parties, who acknowledge that they have read it in its entirety, understand the scope and effect of each provision, and freely and voluntarily accept the obligations, rights, and restrictions set forth herein.



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IN WITNESS WHEREOF, the parties execute this Agreement in the City of _____, on the _____ day of _____.

THE ORGANIZATION:

Title:
Name:
Driver's License:

THE PARTICIPANT:

Title:
Name:
Driver's License: