

NDA

I. NON-DISCLOSURE AGREEMENT: It is understood that a business relationship (such as access to this website), including but not limited to an equity investment or strategic partnership in the Forex or electronic trading business (the "Business Relationship") is or may be contemplated between the undersigned parties. In this regard, the parties will furnish certain confidential, proprietary information and materials to the other, including but not limited to information concerning their respective customers and finances, relating to the Business Relationship.

IN CONSIDERATION of the furnishing parties furnishing the Confidential Information to the receiving party, and of the mutual covenants contained herein, the undersigned agree as follows:

1. The term "Confidential Information" shall mean all information furnished to the receiving party (including for this purpose the agents, employees or other representatives of the receiving party) by the furnishing party in connection with the transactions contemplated by the Business Relationship, whether or not marked confidential, including (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques; (b) information regarding plans for research, development, new products, marketing and selling, business plans, finances including income and expenses, budgets and unpublished financial statements, licenses, prices and costs, locations, suppliers and customers; and (c) information regarding current and prospective customers, and the skills and compensation of employees, agents and consultants of the parties. The term "Confidential Information" shall not include information which (a) is or becomes generally available to the public as a result of a disclosure

by someone other than the receiving party, (b) was known by or available to the receiving party on a nonconfidential basis prior to its disclosure by the furnishing party to the receiving 2 party hereunder, or (c) becomes available to the receiving party on a nonconfidential basis from a source other than the furnishing party.

2. The furnishing party shall at its discretion provide such of the Confidential Information to the receiving party as is required for the consideration and evaluation of a Business Relationship. Nothing in this Agreement obligates the furnishing party to make any particular disclosure of Confidential Information.

3. The parties stipulate that the Confidential Information provided by the furnishing party, whether on paper, communicated electronically or orally, or in any other form, is confidential and proprietary, and has independent economic value, and as such the Confidential Information constitutes the confidential business property of the furnishing party.

4. The receiving party (and its agents, employees and other representatives) agrees to use the Confidential Information solely in connection with the evaluation of the Business Relationship, and agrees that Confidential Information shall not be used for any other purpose or disclosed to any third party (other than professional advisors who assist the receiving party in the evaluation of the Business Relationship) under any circumstances whatsoever, unless specifically agreed to by the furnishing party in writing.

5. The receiving party shall instruct each of its employees, agents or professional advisors who will have access to any Confidential Information as to its confidential nature and shall cause each such employee, agent or professional advisor to agree not to disclose the Confidential Information to anyone for any purpose without the express authorization of the furnishing party. The receiving party hereunder agrees to be responsible for any breach of this Agreement by any of its employees, agents or professional advisors; in addition, the

receiving party shall

disclose the Confidential Information only to those of its agents, employees, 3 professional advisors and other representatives who have a need to know the Confidential Information for the purpose of considering or evaluating the Business Relationship. The receiving party shall, prior to disclosing the Confidential Information to any such agent, employee, professional advisor or other representative, issue appropriate instructions to them to satisfy the receiving party's obligations herein and obtain the agreement of any such agent, employee, professional advisor or other representative to receive and use the Confidential Information on a confidential basis on the same conditions as contained in this Agreement and otherwise to comply with the terms hereof.

6. Without the prior written consent of the furnishing party, neither the receiving party hereto nor its agents, employees, professional advisors or other representatives shall: (a) disclose to any person the existence of this Agreement or its contents, or the fact that Confidential Information has been made available hereunder; or (b) disclose to any person any information concerning the Business Relationship, or the terms and conditions or other facts related thereto, including without limitation the fact that discussions are taking place with respect thereto or the status thereof.

7. For a period of one (5) years from the date of this Agreement, the receiving parties agree that none of their respective agents, officers, directors, professional advisors or employees who receives the Confidential Information will, either directly or indirectly through other persons, on the basis of such Confidential Information or as a result of evaluating the Business Relationship, solicit the employment of any employee of either party. The restriction on solicitation in the

previous sentence will not apply to (a) general solicitations not targeted to employees of either party or their affiliates (such as newspaper advertisements), or 4 (b) any such individual who is no longer employed by either party or their

affiliates at the time of the initial solicitation.

8. The receiving party agrees not to initiate or maintain contact with any customers, sources of financing or referral to such sources of financing, suppliers, or personnel employed in the operations of the furnishing party with respect to the Business Relationship, except with the express written permission of the furnishing party.

9. If the party receiving Confidential Information is requested pursuant to, or required by, applicable law to disclose any Confidential Information, that receiving party shall provide the furnishing party with prompt notice of such request or requirement in order to enable the furnishing party to seek at its sole expense an appropriate protective order or other remedy and/or waive compliance with the terms of this Agreement.

10. The Confidential Information shall not be copied, reproduced in any form or stored in a retrieval system or data base without the prior written consent of the furnishing party, except for such copies and storage as may be required in connection with considering and evaluating the Business Relationship.

11. This Agreement shall not constitute any representation, warranty or guarantee to the receiving party by the furnishing party or its agents or affiliates with respect to the accuracy or completeness of the Confidential Information; the receiving party shall not be entitled to rely on the accuracy or completeness of the Confidential Information, or any of it. The furnishing party shall not be held liable for any errors or omissions in the Confidential Information or the use or the results of the use of the Confidential Information. Only those representations and warranties that are made in a definitive transaction agreement when, as and if executed will have any legal effect. 5

12. The receiving party shall promptly advise the furnishing party if it determines not to seek to proceed with the Business Relationship. In such event, or at any time upon written request of the furnishing party, the receiving party

shall promptly destroy or return the Confidential Information and all copies thereof in any form whatsoever under the power or control of the receiving party to the furnishing party, and delete the Confidential Information from all retrieval systems and data bases or destroy same as directed by the furnishing party and upon

written request furnish to the furnishing party a certificate of such deletion or destruction.

13. This Agreement shall remain in force and effect for a period of three years from the date hereof.

14. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the United States of America.

15. In the event of any breach of this Agreement, the furnishing party shall be entitled to injunctive relief as a cumulative and not necessarily exclusive remedy to a claim for monetary damages.

16. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements, whether written or oral, between the parties hereto with respect thereto. There are no understandings, agreements or representations, express or implied, with respect to the subject matter hereof that are not specified herein. This Agreement may not be amended or modified except by a written document that specifically refers to this Agreement and is signed jointly by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the undersigned parties, their successors and assigns, provided that 6 this Agreement may not be assigned without the prior written consent of the furnishing party.

17. The failure of either of the undersigned to insist on strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition, or a waiver of any other term, covenant or condition; nor shall any waiver or relinquishment of any right or power at any one time or times

be deemed a waiver or relinquishment of that right or power for all or for any other times.

18. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way, By clicking 'I Agree to the terms and conditions' you are agreeing to the above NON-DISCLOSURE AGREEMENT.