

## NON-DISCLOSURE AGREEMENT FOR INFORMATION FROM THE STAC VAULT

This Non-Disclosure Agreement ("Agreement"), is made on \_\_\_\_\_ by and between  
(please print date)

SECURITIES TECHNOLOGY ANALYSIS CENTER, LLC of 4320 Winfield Rd. Suite 200, Warrenville, IL  
60555

("STAC"); and \_\_\_\_\_ ("Company").  
(please print company name and address)

STAC and Company agree as follows:

1. For purposes of this Agreement, the following terms shall have the following meanings:
  - (a) "Confidential Information" means: (i) all information conveyed by STAC to Company in any form with labels signifying that the information is from the STAC Vault and is Confidential; and (ii) any other information that the parties mutually agree in writing (email considered acceptable) to treat as Confidential Information under this Agreement;
  - (b) "Group" means Company's holding companies, affiliates, and subsidiaries, including all subsidiaries of such holding companies and their respective employees, advisers, agents and other representatives;
  - (c) "Project Participant" means an entity explicitly named within a given item of Confidential Information as a project participant for the purposes of this Agreement.
2. Company agrees: (a) to hold the Confidential Information in confidence and not, without STAC's prior written consent, to disclose the Confidential Information, or any part thereof, to any party other than members of its Group; (b) to maintain all confidentiality notices on the Confidential Information; (c) to ensure compliance by its Group with the obligations imposed on Company under this Agreement, it being agreed that Company shall be liable for any breach of this Agreement by its Group; and (d) to provide STAC with prompt written notice if Company or any member of Company's Group becomes legally compelled to disclose any of the Information, unless prohibited by law, so that STAC may seek a protective order or other appropriate remedy.
3. Notwithstanding the foregoing, Company may disclose a given item of Confidential Information, or any part thereof, to that item's Project Participants, provided that Company informs any such Project Participant that further disclosure of the Confidential Information is restricted by agreements between STAC and the Project Participant.
4. For purposes of this Agreement, "Confidential Information" does not include information which: (a) at the time of disclosure is, or subsequently through no fault of Company or its Group becomes, generally available to the public; (b) becomes rightfully known to Company through a third party with no obligation of confidentiality; (c) Company is able to prove was lawfully in the possession of Company prior to such disclosure; or (d) is independently developed by Company without reference to the Confidential Information.
5. Company agrees that no right or license is granted to Company or its Group in relation to any part of the Confidential Information.
6. STAC does not warrant the accuracy or completeness of the Confidential Information and shall have no liability to Company or its Group in connection with use of the Confidential Information.
7. The obligations in this Agreement shall be binding on Company for a period of four (4) years.

8. Company acknowledges that STAC may be irreparably harmed by any actual or threatened breach of this Agreement by Company or its Group and that financial remedies alone may be inadequate. Accordingly, STAC shall be entitled to injunctive and other equitable relief for any threatened or actual breach of this Agreement.
9. Neither party shall have any obligation to enter into any further agreement with the other party. Each party agrees that no contract or agreement providing for a transaction shall exist unless definitive agreements have been executed and delivered by duly authorized representatives of each party.
10. This Agreement will be deemed to have been executed in the State of New York and will be governed by and construed in accordance with the laws of the State of New York. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement may not be modified or amended, except by a written instrument duly executed by both parties. This Agreement may not be assigned by either party except that either party may assign this Agreement or any of its rights or interests hereunder, or delegate any of its obligations hereunder, to an affiliate or to its successor-in-interest in connection with a merger, reorganization, consolidation or sale. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**COMPANY**

Authorised Signatory

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Print Name

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Date

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**STAC**

Authorised Signatory

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Print Name

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Date

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