

## NON-DISCLOSURE AGREEMENT

This agreement (the "Agreement") is made between \_\_\_\_\_ ("Recipient") and DTCC Deriv/SERV LLC ("Discloser") and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The parties intend to discuss, or make certain disclosures regarding, certain services and products of one or both of the parties and to discuss the business relationship between the parties. Those discussions may involve the disclosure of confidential information by the Discloser.

In consideration of the mutual promises and covenants contained in this Agreement, the disclosure of confidential information by the Discloser to the Recipient, and any payments made or to be made by either party, the parties hereto agree as follows:

1. Confidential Information and Confidential Materials

(a) "Confidential Information" means the technical specifications for Discloser's systems and services.

(b) "Confidential Materials" means all portions of tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. Restrictions

(a) The Recipient shall hold in confidence, and shall not disclose to third parties, any Confidential Information, except for disclosure to the Recipient's employees and consultants as provided for below. However, the Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the Recipient shall give the Discloser reasonable notice prior to such disclosure and shall comply with any applicable court protective order or equivalent court action.

(b) The Recipient shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. The Recipient may disclose Confidential Information or Confidential Materials only to the Recipient's employees or consultants on a need-to-know basis. The Recipient agrees to be responsible for any breach of this Agreement by its employees or consultants.

(c) Confidential Information and Confidential Materials may be disclosed, reproduced, summarized, used or distributed only in the conduct of the Recipient's business relationship with the Discloser. The Recipient shall not use any Confidential Information for commercial purposes, either alone or in combination with any of its own confidential information, without the Discloser's prior written consent.

3. Rights and Remedies

(a) The Recipient shall notify the Discloser immediately upon discovery of any unauthorized use or disclosure of Confidential Information and/or Confidential Materials, or any other breach of this Agreement by the Recipient, and will cooperate with the Discloser in every commercially reasonable way to help the Discloser regain possession of the Confidential Information and/or Confidential Materials and prevent its further unauthorized use.

(b) The Recipient shall return all originals, copies, reproductions and summaries of Confidential Information and Confidential Materials at the Discloser's request or, at the Discloser's option, certify destruction of the same.

(c) The Recipient acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Discloser shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

4. Miscellaneous

(a) All Confidential Information and Confidential Materials are and shall remain the property of the Discloser. By disclosing information to the Recipient, the Discloser does not grant to the Recipient any express or implied license or other right to or under the Discloser's patents, copyrights, trademarks or trade secret information. The Discloser makes no representation or warranty as to the accuracy or completeness of any Confidential Information. Neither party has any obligation under this Agreement to disclose any Confidential Information or other information to the other party or to enter into any business relationship with the other party.

(b) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of the Discloser, its agents, or employees. A waiver of any provision of this Agreement can only be made by an instrument in writing signed by an authorized officer of the Discloser. No waiver of any provision of this Agreement shall constitute a waiver of any other provision or of the same provision on another occasion.

(c) If either the Discloser or the Recipient employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflict of laws principles.

(d) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and permitted assigns. Neither this Agreement nor any right, interest or obligation hereunder may be assigned by either party

hereto without the prior written consent of the other party hereto and any attempt to do so shall be void.

(e) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(f) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

DTCC DERIV/SERV LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_