

NON-COMPETE AND CONFIDENTIALITY AGREEMENT

The undersigned _____, in his/her position as _____ of _____ ("Customer") hereby acknowledges that ROX Systems Inc. ("ROX") has developed and uses, and will be developing and using, Confidential Information in connection with its business. "Confidential Information" includes information relating to the features, the workings, and the internal design of ROX principal product, the ROX System[®] and all programs, program objects, and computer code that allow Customer to interact with the ROX System[®]. Confidential Information also includes, but is not limited to, information relating to the development of the ROX System[®] and other interactive computer products for use by persons and companies in the securities and commodities industries such as product development and distribution plans, sources of content, licensing, and royalty arrangements, profits, sales, pricing policies, operational methods, technical processes, and other business affairs and methods, plans for future developments and other information which is not readily available to the public. This information was developed and will be developed by ROX at great expense and constitutes trade secrets of ROX. To safeguard this Confidential Information, ROX has instituted policies and procedures to protect such information.

In connection with Customer's relationship with ROX, Customer will come into contact with such Confidential Information. Customer acknowledges that the Confidential Information is vital to the success of ROX's business and, in consideration of ROX's willingness to do business with Customer, Customer agrees as follows:

- 1) Customer agrees that during and after its relationship with ROX:
 - a) Customer will keep secret all Confidential Information and not reveal or disclose it to anyone outside Customer's employees who are directly engaged in the use of ROX's services and the development of Customer's interface to the ROX System[®] ("Authorized Employees"). Customer will ensure that all Authorized Employees are aware of this agreement and take reasonable steps to ensure that they abide by the terms and conditions hereof.
 - b) Customer will not make use of any of such Confidential Information for its own purposes or the benefit of anyone else, other than for the purpose of directing orders through the ROX System[®] for execution by Lek Securities Corporation. Any other use is explicitly prohibited.
 - c) Customer will deliver promptly to ROX, upon the termination of its relationship and at any time ROX may so request, all software, data, memoranda, notes, records, and other documents (and all copies thereof) constituting or relating to such Confidential Information which Customer may then possess.
- 2) All work which Customer creates based on code and code objects received from ROX shall be considered to be "a derivative work" under the U.S. Copyright Act, 17 U.S.C. §§ 101 *et seq.* and shall also be considered to be "Confidential Information". ROX does however grant customer a royalty free license to use the product of such work in its business for the purpose of directing orders to Lek Securities Corporation and for the purpose of using other features of the ROX System[®] (or features that Customer himself may develop) for its own trading activities. Notwithstanding anything to the contrary herein contained, nothing in this agreement shall be interpreted to prevent Customer from developing software for its own use, provided such software does not (a) use Confidential Information or (b) competes with respect to third parties, with the services and products (or similar products and services) offered by ROX except as expressly provided for in this agreement.
- 3) Parties agree that after a period of eighteen (18) months after the later of (a) termination of Customer's relationship with ROX[®], and (b) the return to ROX of all Confidential Information, Customer will be free to compete with ROX, provided Customer uses no Confidential Information and further provided that no Authorized Employees are involved in the development of any product that directly or indirectly competes with the products and services offered by ROX. Customer agrees that this covenant not to compete is reasonable in time and scope, and that it forms an important consideration for ROX's willingness to conduct business with Customer and expose Confidential Information to Customer.

- 4) Customer understands and agrees that any violation of its covenant not to disclose Confidential Information and/or its covenant not to compete with the ROX for eighteen (18) months would result in irreparable injury to ROX. Accordingly, Customer consents the grant of equitable relief, including specific performance, restraining order, and/or injunction, in favor of ROX, in the event of any alleged violation, without prejudice to any and all other rights or remedies to which ROX might be entitled. In the event that ROX prevails in any action or counterclaim for breach of one or both of these covenants, then ROX shall be entitled to reasonable attorney's fees and costs incurred in such action or counterclaim.
- 5) Customer and ROX agree that their relationship is at will, and that the ROX and Customer may terminate the relationship at any time, for any reason or no reason, and that nothing in this agreement is meant to or shall be argued to imply any promise of continued service or use of service for any length of time.
- 6) CUSTOMER AGREES THAT THE ROX SYSTEM® AND ANY OTHER SOFTWARE PROVIDED BY ROX OR DERIVED FROM ROX SOFTWARE IS PROVIDED “AS IS” AND IS LICENSED WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TRADE USAGE, COURSE OF DEALING, COURSE OF PERFORMANCE, TITLE, OR THE CORRECTNESS, QUALITY, ACCURACY, SECURITY, COMPLETENESS, RELIABILITY, PERFORMANCE, TIMELINESS, PRICING OR CONTINUED AVAILABILITY OF ROX OR ANY PART OF ROX. THERE IS NO GUARANTY THAT THE SERVICES PROVIDED BY ROX WILL MEET USER REQUIREMENTS, BE ERROR-FREE, OR OPERATE WITHOUT INTERRUPTION. FURHTER, ROX SHALL IN NO EVENT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND OR CHARACTER.
- 7) Parties agree that this Agreement shall be subject to the laws of the State of New York and the exclusive jurisdiction of the courts and arbitration forums located in New York County, New York. If any proceeding is brought in any forum other than the courts or arbitration forums located in New York County, New York, the parties agree that that proceeding will be transferred to the courts or arbitration forums located in New York County, New York. This is the complete agreement between the parties relating to Confidential Information and Covenant not to Compete. There is no other agreement, express or implied. This agreement may be changed or added to only by a writing, which is signed by the party to be charged. If any portion of this agreement is held to be unenforceable, the invalidity will affect that portion of the agreement only and the remainder shall be enforced to the fullest extent permitted without regard to the unenforceable portion.

AGREED TO AND ACCEPTED this ____ day of _____, 20____

(Signature)

(Print Name)

(Title)