## NON-DISCLOSURE AGREEMENT STXV3 Automated Equities Trading System

This Non-Disclosure Agreement, known as the "Agreement", is made
by and between
Stormchaser Technologies, of San Antonio, Texas, USA, known as the "Company", and
, of,
known as the "Purchaser",
and collectively known as the "Parties".

- 1. Definition of Confidentiality. As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either (i) technical information, including Trading Algorithm, Trading System, patent, copyright, trade secret and other proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, or (ii) non-technical information relating to Company's products including, without limitation, pricing, margins, merchandising plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans, and any other information which is proprietary and confidential to Company.
- 2. Nondisclosure and Nonuse Obligations. Purchaser will maintain in confidence and will not disclose, disseminate or use any Confidential Information regarding the STX Trading System, whether or not in written form. Purchaser agrees that Purchaser shall treat all Confidential Information regarding the STX with at least the same degree of care as Purchaser accords its own Confidential Information. Purchaser further represents that Purchaser exercises at least reasonable care to protect its own Confidential Information. If Purchaser is not an individual, Purchaser agrees that Purchaser shall disclose Confidential Information only to those of its employees who need to know such information and certifies that such employees have previously signed a copy of this Agreement.

Whereas, Company is provider of an Automated Trading System for equities called the STX Series of Systems, which contains unique, proprietary financial timing and algorithmic analysis and automated execution system related to the research and development of the Company, and whereas the Company maintains the exclusive right to license and publish said work, Purchaser desires to acquire and learn this unique algorithmic trading system.

Purchaser clearly understands that to have the opportunity to review any element of the STX Trading System would fully expose Purchaser to the essence of the STX Trading System, which could not then be taken back or returned, and therefore, clearly understands that all sales are final, and there will be no returns allowed of this Trading System under any circumstances, and no refunds given of any kind. Upon receipt of payment and this Non-Disclosure Agreement, Purchaser will be sent a file to import the STX Trading System into the Kairos Platform, and as of this point, the sale will be considered finalized, and there will be no possibility of voiding this agreement.

NON-DISCLOSURE: The Purchaser agrees that all information received from the Company, is confidential and for the sole use of the Purchaser and the contents of the information presented within the original STX Trading System Document and instructional videos are not to be disclosed, sold, resold or distributed in any manner by Purchaser without the express written permission from the Company. Purchaser is hereby notified that the contents of the information are protected by United States and International Copyright. Purchaser agrees that this information is not to be sold or marketed in any type of computer program or included in any publications or articles produced by the Purchaser, and not to be disclosed in any type of course of instruction or seminar presented by the Purchaser. Purchaser agrees that such disclosure would result in considerable and irreparable damages to the Company and the "other Purchasers" of STX AUTOMATED TRADING SYSTEM, if the information is disclosed to other parties. Purchaser acknowledges and agrees that money damages alone will not be an adequate remedy for any breach of this Agreement or the Parties' respective obligations of confidentiality with respect to the contents of trading algorithms and information provided. Purchaser agrees that the Company shall be entitled to injunctive relief (without the need to prove irreparable harm or to post a bond) or other appropriate relief to restrain or redress any breach or threatened breach of the provisions of this Agreement, in addition to any other remedies in law or equity.

Therefore, the Purchaser agrees to be held financially liable to the Company and to all "other Purchasers" (if any) who paid for this particular Trading System and information about the operating algorithm, if said information is disclosed to any other party by any means. Company will permit disclosure of this knowledge to a legal spouse or legal children as long as they sign a Non-Disclosure Agreement in their own name, and must also be of legal age and competence to sign a binding contract.

In the event of a violation of this <u>NON-DISCLOSURE AGREEMENT</u>, the Purchaser who has violated this contract will be liable to the Company for damages equivalent, at least, to the full purchase price of ALL STX Trading Systems sold to ALL other Purchasers, plus further damages as allowed by law. Upon breach of any such terms, Purchaser agrees that an initial \$5,000 charge shall immediately be applied to their credit card or be billed to Purchaser for initial damages to be used for further prosecution of contractual breach and copyright infringement. If such initial breach fee and further damages are not paid, Purchaser understands and agrees that a negative credit report collection listing reflecting on Purchaser's credit record may be submitted to a credit reporting agency if Purchaser fails to fulfill the terms of this agreement. Purchaser further understands that the Company, intends to aggressively pursue and enact litigation for prosecution to the full extent of the law, for violation of International Copyright, as well as for full damages for the violation of this Non-Disclosure Agreement.

Purchaser understands and agrees to the above terms of this agreement, and understands his licensed Kairos Platform will be enabled for use with the STX Trading System purchased. It is the Purchaser's full responsibility to protect the algorithm of the STX Trading System. Initial Here: \_\_\_\_\_\_.

**Risk Disclosure & Disclaimer:** Purchaser understands that trading or speculating in the financial, stock, options & commodities markets carry inherent risks, including the risk of loss of funds. Purchaser acknowledges that he/she is familiar with these risks and will hold said the Company harmless for any losses that occur as the result of the Purchaser's trading or investment activities. In addition, during the process of answering questions through email or Internet posting, the Company may illustrate specific analysis of securities, options or futures

contracts. This analysis is for the Purchaser's educational purposes and should not be taken as investment advice. Trading Systems may have extended periods of drawdown, are subject to unpredictable market conditions, and may stop being profitable altogether. Purchaser agrees to hold harmless and indemnify the Company and all of their representatives from any and all claims, and liability of any kind arising from this Trading System, and any and all trading losses or any other issue which may arise as a result of Purchaser's trading the STX Trading System.

- **3. Survival**. This Agreement shall govern all communications between the Parties. Purchaser understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the Parties. Upon termination of any relationship between the Parties, Purchaser will promptly deliver to Company, without retaining any copies, all documents and other materials furnished to Purchaser by Company.
- **4. Governing Law**. This Agreement shall be governed in all respects by the Federal laws of the United States of America and the State laws of Texas.
- **5. Injunctive Relief**. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance and such other relief as may be proper (including monetary damages if appropriate).
- **6. Severability**. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- **7. Entire Agreement**. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

## THIS AGREEMENT SHALL BE CONSTRUED AND INTERPRETED AS ACCORDING TO THE LAWS OF THE STATE OF TEXAS.

I, the Purchaser agree to all of the terms of this <u>NON-DISCLOSURE AGREEMENT</u> to obtain the STX Automated Equities Trading System.

Company Representative's Signatu	ure
Signature	Date
Print Name	_
Address	_
Email	_
Purchaser's Signature	
Signature	Date
Print Name	_
Address	-
Email	-