

Confidentiality Agreement

This Confidentiality Agreement ("**Agreement**") made this 18 day of October, 2013, between WorldQuant Research (India) Private Limited (the "**Company**" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns), a company incorporated under the Companies Act, 1956, with its registered office at Office No. 1228, Level 1, Trade Centre, Bandra Kurla Complex, Bandra (East), Mumbai - 400051 and NIKHIL AGGARWAL ("Prospect") residing at A-305, Hall 1, Indian Institute of Technology, Kanpur

WHEREAS, Prospect wishes to have access to certain Proprietary Information (as defined herein) of the Company and/or its affiliates, for the purpose of evaluating a possible employment or consulting relationship between the Company and Prospect; and

WHEREAS, the Company and Prospect wish to evidence by this Agreement the manner in which such Proprietary Information shall be treated.

NOW THEREFORE, and in consideration of the premises, the Company and Prospect (together known as the "parties") agree as follows:

- 1. Definition.** "Proprietary Information" shall mean the fact of the parties being in discussions regarding a potential employment or consulting relationship, the terms of such relationship that are or have been under discussion between the parties, any draft agreement or form of agreement created or furnished by the Company or any of its affiliates embodying proposed terms of such relationship or similar relationships entered into by the Company or its affiliates in the past, or any other confidential information, materials or documents provided by the Company to Prospect, whether in oral, written, graphic or electronic form and whether or not the information is expressly stated to be confidential or marked as such.
- 2. Duty Not to Use or Disclose.** Prospect acknowledges and understands that the Proprietary Information is confidential and proprietary. Prospect agrees to use its best efforts (the same being not less than that employed to protect its own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof, and shall not, without the Company's prior written approval, directly or indirectly, disclose the Proprietary Information to any person or business entity. In furtherance of such undertakings, Prospect will not duplicate or distribute to anyone, any of the Proprietary Information for any purpose, including any competitive purpose. Prospect shall only use the Proprietary Information for the limited purpose set forth above in the preamble of this Agreement and shall not use the Proprietary Information for any other purpose. Prospect shall promptly notify the Company in writing of any unauthorized, negligent or inadvertent use or disclosure of Proprietary Information.
- 3. Duty to Return.** Prospect shall, upon completion or other termination of any discussions giving rise to the Proprietary Information, or upon demand promptly: (a) return any and all Proprietary Information together with any copies or reproductions thereof; and (b) destroy any notes, memoranda or other documents concerning the Proprietary Information.
- 4. Exclusions.** Prospect shall not have any obligations under this agreement with respect to any information that is: (a) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure; (b) becomes available to Prospect from a third party, provided that such third party is not prohibited from transmitting the information to Prospect, (c) was available to Prospect on a non-confidential basis prior to

its disclosure by the other party or its representatives, as established by written records of the Prospect prior to receipt of such information from the Company ; or (e) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided that the Prospect shall have first given written notice to the Company of the need for such disclosure reasonably in advance so that the Company may (if it elects) seek a protective order or other confidential treatment of the Proprietary Information and shall assist the Company and/or its affiliates in obtaining an exemption or protective order preventing such disclosure. Notwithstanding the foregoing, any disclosure of Proprietary Information in accordance with this Section 4 shall (a) be limited to that which is reasonably necessary to comply with the terms of such law, regulation, court order or governmental body, and (b) in no way alter the confidential nature of such Proprietary Information for all other purposes.

5. **Injunctive Relief.** In the event of any breach or apprehended breach by the Prospect of the provisions of this Agreement, the Company shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, restraining any such breach.
6. **Company May Assign.** The Company, but not Prospect, shall have the right to assign this Agreement or the rights hereunder to any person or entity.
7. **Continuing Obligations.** The covenants and obligations of Prospect under this Agreement shall continue and bind the Prospect. Such covenants and obligations shall not be extinguished or affected in any manner whatsoever, including without limitation the abandonment/ termination of discussions between the Prospect and the Company or any attempt to terminate this Agreement.
8. **Severability.** If any paragraph, sub-paragraph, or provision of this Agreement, or the application of such paragraph, sub-paragraph, or provision, is held invalid or excessively broad by a court of competent jurisdiction, the remainder of this Agreement, and the application of such paragraph, sub-paragraph, or provision to persons, or circumstances other than those with respect to which it is held invalid shall not be affected.
9. **General.** The Company makes no representation or warranty, expressed or implied as to the accuracy or completeness of any Proprietary Information and shall have no liability to Prospect or to any other person resulting from use of the Proprietary Information. Neither party shall be bound with regard to any transaction being discussed by the parties unless and until a definitive written agreement shall be executed by both. The provisions of this Agreement shall be binding upon each party's successors and assigns and shall be governed by and construed in accordance with the laws of India, excluding its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

WorldQuant Research (India) Private Limited

By: _____

Nikhil Aggarwal
[PROSPECT]