

Confidentiality Agreement

This Confidentiality Agreement (this “Agreement”) made this ____ day of ____ in the year ____ by ____ (“Prospect”) in favor of WorldQuant, Investment Software Vietnam LLC (the “Company”), with principal offices at Floor 15, East Tower, Lotte Center Hanoi, 54 Lieu Giai Street, Cong Vi Ward, Ba Dinh District, Hanoi City

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

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

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

1. Definition. “Proprietary Information” shall mean (i) the fact that the parties are in discussions regarding a potential employment or consulting relationship, including the terms of such relationship that are or have been under discussion between the parties, and 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, (ii) information, including, but not limited to, contract rights, employees, clients, counterparties, operators, marketing and business plans, operating requirements, information, specifications, processes, know-how, technical descriptions and other technical and economic data, records and information, and all notes, analyses, compilations, studies, electronic data or other documents or material, whether prepared by the disclosing party or others, which contain or otherwise reflect such information or (iii) any other confidential materials or documents provided to Prospect.

2. Duty Not to Use or Disclose. Prospect acknowledges and understands that the Proprietary Information is confidential and proprietary. Prospect agrees to use his, her or its best efforts (the same being not less than that employed to protect his, her or its own proprietary information) to safeguard the Proprietary Information and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. Prospect shall not, without the Company's written approval, directly or indirectly, disclose the Proprietary Information to any person or business entity, other than Prospect's attorney. In furtherance of such undertakings, Prospect will not duplicate or distribute to anyone, other than said attorney, 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. Except as may be otherwise required by applicable record retention requirements, Prospect shall, upon completion or other termination of any discussions giving rise to the Proprietary Information, or upon termination of this Agreement, or upon demand, whichever is earlier, promptly: (a) return any and all Proprietary Information together with any copies or reproductions thereof; and (b) use best efforts to 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 Prospect does not believe such third party is prohibited from transmitting the information to Prospect;

(c) was available to Prospect on a non-confidential basis prior to its disclosure by the Company or its representatives; (d) in any report, statement or testimony submitted to any municipal, state, federal, or other regulatory body having jurisdiction over such party; or (e) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process.

5. Third Party Information. Prospect represents, warrants and covenants to Company that (i) Prospect will not disclose to the Company any proprietary information, trade secret or confidential business information of any other person or entity, including any current or previous employer of Prospect, and (ii) the disclosure of any information to the Company by Prospect shall not constitute a breach or default under any agreement to which Prospect is a party or by which Prospect may be bound.

6. Termination. Unless the Proprietary Information becomes public at an earlier date, Prospect's obligations under this Agreement shall terminate upon the earlier of (a) the consummation of any proposed transaction or relationship between the parties hereto, at which time the confidentiality obligations of such transaction or relationship will take the place of this Agreement, or (b) two (2) years from the date of this Agreement.

7. 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 the State of Connecticut, excluding its conflict of laws provisions

8. Prospect Acknowledgment. The Company will not require any employment candidate being interviewed for a position in the United States to provide compensation history during the candidate's employment screening process. Prospect acknowledges and agrees that any compensation history (inclusive of current and prior wages or salary, bonus payments, benefits and any other information related to compensation) which Prospect may provide to the Company while interviewing for a position in the United States will be treated as being provided voluntarily and without prompting.

[Signature page follows]

[SIGNATURE PAGE TO CONFIDENTIALITY AGREEMENT]

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

Candidate Signature: _____

Candidate Information (please print)

Name: _____

Home address: _____

Phone number: _____

Email: _____

WorldQuant Internal Use

Received by: _____

Title: _____

Date: _____