

Independent Contractor Confidentiality and Compliance Acknowledgement

I, _____, an employee of or contractor to Codete ("Codete") have been assigned to Two Sigma Investments, LP and, as applicable, its affiliates ("Two Sigma") by Codete to perform certain services for Two Sigma (the "Services"). Prior to my performing the Services, I am required to sign this Independent Contractor Confidentiality and Compliance Acknowledgement (the "Agreement"). I hereby understand, acknowledge, and/or agree as follows:

1. I am performing the Services as an employee of or contractor to Codete and not as an employee of Two Sigma. As an independent contractor, I shall not be entitled to any of the customary employee fringe benefits provided by Two Sigma to its employees by virtue of my performance of the Services. Furthermore, I have no right or authority to enter (or attempt to enter) into any contract, commitment, or agreement, or to incur any debt or liability of any nature, in the name, or on behalf, of Two Sigma.

2. Except as necessary to perform the Services, I shall not, without Two Sigma's prior written permission, directly or indirectly: (i) transfer or disclose any Confidential Information (as hereinafter defined) to any third party; (ii) use, copy, duplicate or manipulate any Confidential Information for any purpose other than in connection with the Services; (iii) allow any third party to use any Confidential Information; or (iv) take any other action with respect to Confidential Information inconsistent with the confidential and proprietary nature of such Confidential Information.

Two Sigma's Confidential Information shall remain the exclusive property of Two Sigma and shall immediately be returned by me to Two Sigma upon request by Two Sigma or upon the earlier of (a) the termination or expiration of the agreement or relationship between Codete and Two Sigma; (b) the termination of my employment or arrangement with Codete; or (c) the conclusion of the Services.

"Confidential Information" means any and all proprietary and/or confidential information (whether or not patentable or registerable under copyright, patent or other applicable statutes, regardless of its medium or stored location) owned, possessed, developed, or used by or on behalf of Two Sigma, including without limitation any and all Inventions (as defined in paragraph 3 below), price data, costs and margins, marketing, sales and financial information, formulas, processes, methods, products, business operations, models, tactics, strategies, algorithms, execution methodologies or practices, trade secrets, negative know-how, research, reports, techniques, technical data, databases, software, applications, prospective or actual customer, investor, client, or vendor information, prospective, active, or former employee information (where such information is provided with an expectation to maintain confidentiality, including, among other things, personnel lists, personal health information, and personally identifiable information), prospective or actual data provider information (such as the identity of sources from which Two Sigma obtains data, the data products and compilations of data used by Two Sigma's research groups, as well as the identity of data providers with which Two Sigma has had exploratory discussions regarding the provision of such data for potential use by Two Sigma's research groups), business plans, business strategies, investment approaches, business results or marketing plans or strategies, and computer code.

Confidential Information does not include information, knowledge or data which I can prove (i) became publicly known under circumstances involving no breach of this Agreement by me or by wrongful acts or any breaches by any other person or entity; (ii) was placed by me into an escrow account maintained by Two Sigma with a Two Sigma designated representative, prior to the commencement of the Services; or (iii) was approved for release by written authorization from Two Sigma's Management Committee.

3. Each Invention (as hereinafter defined) shall be the property of Two Sigma. I hereby assign and transfer to Two Sigma all right, title and interest in and to all Inventions and any and all related patents, copyrights, trademarks and trade names, and applications therefore, in the United States and elsewhere. Upon request of Two Sigma and at Two Sigma's expense, I shall execute such further assignments, documents and other instruments as Two Sigma may deem to be necessary to fully and completely assign all Inventions to Two Sigma or any other entity designated by Two Sigma, and to assist Two Sigma in applying for and obtaining patents in the United States and in any foreign country with respect to any Invention.

I agree that I will not, during the period in which I am performing the Services or at any time thereafter, disclose, communicate or divulge, or use or facilitate the use for its or his own benefit or the benefit of another, any Invention and shall be liable to Two Sigma for any such disclosure, communication, divulgence or use.

I will promptly disclose in writing to Two Sigma all Inventions and I will maintain a record (in the form of notes, drawings, plans and/or as otherwise may be specified by Two Sigma) in order to document the conception and/or first actual reduction to practice of any Invention.

"Invention" means any invention, formula, process, strategy, plan, approach, discovery, innovation, improvement, development, software, writing, work of authorship, other intellectual property or other material or design (whether or not patentable or registrable under copyright statutes) made, conceived or first actually reduced to practice (i) during the period in which I am performing the Services; or (ii) during the effectiveness of this Agreement or afterward, with use of or reference to any Confidential Information or Invention(s) of Two Sigma. I agree that the term "Inventions" as defined in this Agreement shall include any of the foregoing that are derived, reverse derived, decompiled, reverse decompiled, assembled, reverse assembled, and/or otherwise based in whole or in part on information, knowledge or data (including, among other things, any algorithms and/or computer code) which either: (a) I acquired during or after the Services; or (b) was known to me prior to the Services. I agree that any derivative works created based on information, knowledge or data (including, among other things, any algorithms and/or computer code) which I know or knew prior to the Services are Inventions.

4. In consideration for the execution of the Agreement, and all of the promises and covenants contained therein, including, but not limited to, access to Confidential Information, I agree that during the period in which I am performing the Services and for a period of twenty-four (24) months thereafter ("Non-Solicitation Period"), I shall not, in association with, or as an employee of any individual, corporation, partnership, joint venture or other business entity, without the prior written consent of Two Sigma, directly or indirectly: (a) solicit or accept funds from any actual or prospective client, limited partner, shareholder or investor of or in any fund or account established or managed by Two Sigma; (b) solicit, purchase, obtain or attempt to solicit, purchase or obtain, except for purely personal and non-commercial purposes, any data, products or other services from any actual or prospective data provider to Two Sigma; or (c) disparage Two Sigma to any actual or prospective client, limited partner, shareholder, investor of or in any fund or account established or managed by Two Sigma, or any data provider, service provider or other vendor to Two Sigma, or encourage any of the foregoing to turn down, terminate, reduce or curtail its current or a prospective business relationship with Two Sigma. For purposes of clauses (a) and (b) of this paragraph only, actual or prospective clients, limited partners, shareholders, investors or data providers are limited to those about whom I acquire knowledge or Confidential Information, with whom I have dealt or learned about, and/or with whom I have developed or continued to develop a relationship during the period in which I am performing the Services.

5. I agree that during the period in which I am performing the Services and for the Non-Solicitation Period, I will not, in association with, or as an employee of any individual, corporation, partnership, joint venture or other business entity, without the prior written consent of Two Sigma, directly or indirectly, (i) hire, solicit, recruit, induce, procure or attempt to hire, solicit, recruit, induce or procure any person who (a) is then an employee, consultant or member of Two Sigma and/or (b) was such an employee, consultant or member of Two Sigma at any time during the preceding twenty-four (24) months (each, a "Restricted Person"); (ii) assist any other individual, sole proprietorship, Two Sigma, partnership, broker-dealer, investment adviser, investment Two Sigma, hedge fund, bank, mutual fund or other enterprise or entity in hiring, or attempting to hire, any Restricted Person; (iii) encourage or induce any Restricted Person to terminate his or her employment or membership with Two Sigma; or (d) encourage, induce or collaborate with any Restricted Person to prepare for or to engage in any activity that would violate this Agreement or any agreement such Restricted Person may have with Two Sigma.

6. I may not access Two Sigma's systems (e.g., computer, internet, intranet, e-mail, phone) unless authorized to do so by Two Sigma, and even then, I shall only access such systems in the manner and to the extent prescribed by Two Sigma (i.e. may not circumvent or attempt to exceed or circumvent the degree of access granted) and only as necessary to perform the Services. Notwithstanding the foregoing, I shall be able to use TS WiFi on a limited basis solely for personal purposes. Under no circumstances whatsoever, shall I use a pass code, access a file or retrieve any stored communication unless authorized to do so by Two Sigma. I shall not utilize or access any equipment that is assigned to a Two Sigma employee except to the extent necessary to perform the Services.

7. I may not access Two Sigma's physical facilities except as necessary to perform the Services. I have only limited access to the facilities of Two Sigma and access shall generally be limited to areas in which I have a bona fide business purpose for accessing (i.e., the floors or other areas where I perform the Services). I shall under no circumstances enter locked office-spaces and/or areas to which my keycard does not grant me access and I am not to use or access any other keys that do or could bypass Two Sigma's security measures (e.g., Two Sigma card readers). Furthermore, I may not use the property of Two Sigma, its principals, officers, employees, agents or third-party vendors or utilize the services of Two Sigma, its principals, officers, employees, agents or third-party vendors for my personal benefit or the benefit of another person or entity unless authorized to do so by Two Sigma.

8. Except as necessary to perform the Services, I shall not take, access, remove, destroy, alter, compromise or otherwise possess Two Sigma's property, including, but not limited to, computers, servers, hardware, software, and electronic storage devices.

9. I understand the use of cellphones is in all cases restricted to kitchen, pantry, break and conference area facilities. The use of the cellphone as a camera, video camera or the use of any other image capturing device is prohibited in all areas.

10. I understand that I should have no expectation of privacy in any actions, communications, messages or files performed, created, sent, relayed, received, downloaded or stored while on Two Sigma premises, including its data centers, and/or using Two Sigma's systems, including, but not limited to, Two Sigma's telephone or TS WiFi. Two Sigma expressly reserves the right to monitor the use of its premises and systems in its discretion, without notice, in accordance with Two Sigma policies and procedures. Such monitoring may include, but is not limited to: in-person monitoring; video surveillance; reviewing key card access; and otherwise monitoring and reviewing information sent through its systems. Any information discovered may be shown to and discussed with third parties, whether or not I am notified.

Two Sigma reserves the right to question employees and all other persons entering and leaving our premises, including, but not limited to, its leased space (the "Premises") and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from Two Sigma's Premises. In addition, Two Sigma reserves the right to search any office, desk, files, locker, or any other area or article on its Premises and in which I store personal and/or work items. All offices, desks, files, lockers, and so forth, are the property of Two Sigma. Inspections may be conducted at any time at Two Sigma's discretion.

11. I will cooperate with Two Sigma or its or their respective counsel in any prospective investigation request, litigation or other similar proceeding, process, or matter, relating to any matter that occurred during the period in which I am performing the Services. At Two Sigma's request, such cooperation will include, without limitation, my provision to Two Sigma (or other entities, if so requested by Two Sigma) of interviews, affidavits and documents, digital and otherwise, and my appearance in-person at depositions and other evidence-gathering appointments at locations requested by Two Sigma, relevant to the given investigation, request, litigation or other similar proceeding, process, or matter. Two Sigma agrees to reimburse me for reasonable out-of-pocket expenses, including reasonable travel and accommodations, incurred at the request of Two Sigma with respect to my compliance with this section.

12. The display, accessing or dissemination of material, including, but not limited to, from the Internet or otherwise relayed through the telephone system or contained in email or voice mail messages, that would be considered offensive to others is expressly prohibited. This includes, but is not limited to, sexually explicit or suggestive or racially derogatory material, in addition to commentary that would offend others on the basis of age,

race, creed, color, sex, sexual orientation, gender, religion, alienage or citizenship, national origin, marital status, status as a veteran, handicap, disability or any other protected feature or characteristic.

13. If a judge or arbitrator of competent jurisdiction determines that I have engaged in any activity in violation of paragraphs 4 or 5, then the Non-Solicitation Period shall automatically be extended by a period of time equal in length to the period during which such violation(s) occurred.

14. Compliance with this Agreement is necessary to protect the Confidential Information, Inventions and goodwill of Two Sigma and its affiliates, and that a breach of this Agreement will cause irreparable and continual damage to Two Sigma and its affiliates, for which money damages may not be adequate. Consequently, I agree that, in the event that I breach or threaten to breach any of the terms of this Agreement, Two Sigma shall be entitled to a preliminary and/or permanent injunction restraining me from committing any breach of this Agreement without showing or proving any actual damages and without diminishing any other right or remedy Two Sigma may have at law or in equity to enforce the provisions of this Agreement. I waive any right I may have to require Two Sigma or its affiliates (including investment vehicles managed by Two Sigma or its affiliates) to post a bond or other security with respect to obtaining or continuing any injunction or temporary restraining order and, further, releases Two Sigma or its affiliates (including investment vehicles managed by Two Sigma or its affiliates) and its officers and directors from and waives any claim, for damages against them which it or he may have with respect to Two Sigma's obtaining any injunction or restraining order pursuant to this Agreement, and any claim that Two Sigma has an adequate remedy at law. Nothing in this Agreement, however, shall be construed to prohibit Two Sigma from also pursuing any other remedies. The parties agree that all remedies shall be cumulative.

15. The restrictions against solicitation set forth in paragraphs 4 and 5 are considered by the parties to be reasonable for the purposes of protecting the business of Two Sigma. However, if any such restriction is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographical area, such restriction shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

16. This Agreement contains the full understanding between me and Two Sigma with regards to the Services, and supersedes all prior understandings, whether oral or written.

This Agreement shall be binding upon and inure to the benefit of Two Sigma and its respective successors and assigns. I shall not delegate, subcontract or assign any of its rights or obligations under this Agreement without the prior written approval of Two Sigma. In case any provision hereof, whether in whole or in part, shall, for any reason, be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision or the remaining portions of a provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision or portions of the provision had not been included herein.

17. The validity, construction and interpretation of this agreement shall be governed by the laws of the State of New York, without regard to conflict of law provisions. In the event any legal proceedings arising out of this Agreement are commenced in court, to the fullest extent permitted by law, such proceedings shall be litigated in the state or federal courts located in the Borough of Manhattan, City of New York. **THE PARTIES UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL FOR ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT AND/OR THE CONFIDENTIAL INFORMATION.**

18. Notwithstanding Two Sigma's right to obtain injunctive relief in a court of law as set forth in paragraph 14 hereof any other controversy or claim between me and Two Sigma (including without limitation Two Sigma's affiliates, officers, executives, representatives or agents) arising under, arising out of, or relating to this Agreement, or the cessation of this Agreement shall be submitted to and settled by a single arbitrator at an arbitration in New York, New York, administered by the American Arbitration Association ("AAA") in accordance with the National Rules for the Resolution of Employment Disputes. In such arbitration: (a) the arbitrator shall agree to treat as confidential evidence and other information presented by the parties to the same extent as Confidential Information under this Agreement must be held confidential by me; (b) the arbitrator shall have no authority to amend or modify any of the terms of this Agreement, except to the extent permitted by paragraph 15 above; and (c) the arbitrator shall have thirty (30) days from the closing statements or submission of post-hearing briefs by the parties to render his or

her decision. In addition, arbitration under this provision shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action or collective action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and make written awards is limited to claims solely between me and Two Sigma. Claims may not be joined or consolidated unless agreed to in writing by Two Sigma.

All AAA-imposed costs of said arbitration, including the arbitrator's fees, if any, shall be borne by Two Sigma. All legal fees incurred by the parties in connection with such arbitration shall be borne by the party who incurs them, unless applicable statutory authority provides for the award of attorneys' fees to the prevailing party and the arbitrator's decision and award provides for the award of such fees. Any arbitration award shall be final and binding upon the parties, and any court having jurisdiction may enter a judgment on the award.

19. This Agreement may only be amended or modified upon mutual agreement of the parties in writing. Any forbearance or delay on the part of a party in enforcing any provision of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or of a right to enforce same for such occurrence or any future occurrence.

20. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties. The parties may sign and deliver this Agreement by facsimile transmission. The parties agree that the delivery of the Agreement by facsimile shall have the same force and effect as delivery of original signatures and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by the parties to the same extent that an original signature could be used.

21. This acknowledgement does not supersede any existing agreement between Codete and Two Sigma.

Signed:

Name:

Date: