

CONFIDENTIALITY AND INVENTION ASSIGNMENT AGREEMENT

In consideration of my contractorship with Cerus Markets Limited, located at U0065, 3rd Floor, Jalan OKK Awang Besar, 87000 Labuan FT, Malaysia or any of its affiliates (collectively, the “**Company**”), and for other valuable consideration, receipt of which is acknowledged, I agree as follows:

1. CONFIDENTIAL INFORMATION.

(a) I recognize and acknowledge that in the course of my duties I may receive confidential or proprietary information owned by the Company or third parties to whom the Company has an obligation of confidentiality. Accordingly, during and after the termination of my services to the Company, I agree to keep strictly confidential and not disclose or make accessible to any other person, firm, corporation or other entity or use for any other purpose other than in connection with the fulfillment of my duties to the Company, any Confidential and Proprietary Information (as defined below) owned by, or received by or on behalf of, the Company. “**Confidential and Proprietary Information**” means: (i) portfolio and position level information, data, formulas and related concepts, business plans (both current and under development), profit and loss statements, spreadsheets, investor lists, client lists, promotion and marketing programs, trade secrets, or any other confidential or proprietary business information relating to development programs, costs, revenues, marketing, trading, investments, sales activities, promotions, credit and financial data, financing methods, plans or the business and affairs of the Company, or of any affiliate, or client of the foregoing; (ii) any other information which is to be treated as confidential because of any duty of confidentiality owed by the Company to a third party; and (iii) any other information which the Company shall, in the ordinary course, use and not release externally, except subject to restrictions on use and disclosure. I expressly acknowledge the trade secret status of the Confidential and Proprietary Information and that the Confidential and Proprietary Information constitutes a protectable business interest of the Company. I agree: (i) not to use any such Confidential and Proprietary Information for myself or others (other than the Company); and (ii) not to take any Company material or reproductions (including but not limited to writings, correspondence, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof from the Company’s offices at any time during my term as an independent contractor for the Company, except as required in the execution of my duties to the Company. I agree, immediately upon Company’s request, and in any event immediately upon termination of my relationship, to return to the Company or destroy, and certify as to such destruction, all Company material and reproductions (including but not limited, to writings, correspondence, e-mails, notes, drafts, records, invoices, technical and business policies, computer programs or disks) thereof in my possession or control, including, without limitation, any copies of such Company material that may reside on any computer I own or otherwise control (each a “**Controlled Computer**”) or on any computer server used to provide an e-mail mail box (each a “**Controlled Mail Box**”) to which I have access pursuant to any Internet or electronic mail service to which I subscribe (I acknowledge for all purposes hereunder that any such Controlled Mail Box shall be deemed to be under my control).

(b) Notwithstanding the provisions of paragraph (a), Confidential and Proprietary Information does not include information that (i) is or becomes generally publicly available other than as a result, directly or indirectly, of my disclosure or (ii) is or becomes available to me on a non-confidential basis from a source other than the Company or its representatives; provided that such source is not bound by a confidentiality agreement with the Company or otherwise prohibited from transmitting the information to me by a contractual or legal obligation. If in any legal or regulatory proceeding I am requested or ordered to disclose any of the Confidential and Proprietary Information, I will provide the Company with prompt notice so that the Company, whether aided by me or as an

intervenor, may seek to prevent disclosure or, if that cannot be achieved, the entry of a protective order or other appropriate protective device or procedure in order to assure, to the extent practicable, compliance with the provisions of this Agreement. If a protective order or other remedy satisfactory to the Company is not obtained, I will disclose only that portion of the Confidential and Proprietary Information that I am advised by counsel is legally required to be disclosed (and will provide a copy of any written memorandum in that connection to the Company or its counsel as part of a common defense), and I will exercise my best efforts to obtain a written protective order or other reliable assurance that confidential treatment shall be accorded that portion of the Confidential and Proprietary Information.

2. **ASSIGNMENT OF INVENTIONS.**

(a) I agree to disclose and hereby assign to the Company or its nominee any and all of my right, title and interest in any inventions, know-how, discoveries, improvements, original works of authorship, designs, software, source code, object code, programs, formulas, processes, developments, trade secrets, trademarks, copyrights, service marks, logos and related proprietary information and materials, whether patentable, copyrightable, subject to trademark registration, or not, which I may make or conceive either solely or jointly with others and which:

(i) were made using equipment, supplies, facilities or trade secret information of the Company, or

(ii) relate at the time of conception or reduction to practice thereof either to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or

(iii) results from any work that I perform for the Company (collectively referred to as the "**Innovations**").

All such Innovations and the benefits thereof shall be owned exclusively in perpetuity by the Company, free of any of my claims.

(b) In order to allow the Company to claim rights in those Innovations which it owns or owns an interest in, I shall promptly and fully disclose in writing to the Company the subject matter of every Innovation that I make or conceive, either solely or jointly with others, and all copyright, trademark, domain name and patent applications naming me as an author, co-author, owner, co-owner, inventor or a co-inventor, whether or not the same are required by this Agreement to be assigned to the Company. Upon the request of the Company, I shall make all reasonable efforts to provide further disclosure of the aforesaid Innovations in which the Company may reasonably claim ownership or for which the Company requires additional information in order to determine its ownership rights. The Company shall maintain all disclosures made hereunder of Innovations owned by me in confidence.

(c) With respect to any Innovations in which the Company owns an interest pursuant to this Section 2, I agree, upon the Company's reasonable request, to execute, acknowledge, and deliver all such further documents including applications for letters patent, trademark, domain name and/or copyright registration, as may be necessary or, in the opinion of the Company, advisable, to obtain letters patent and/or trademark, domain name or copyright registration for Innovations in the United States and in any other country, and the right to claim priority based on the first filed patent application anywhere in the world, and to vest title thereto in the Company and its

successors, assigns or nominees. The Company shall have the sole and exclusive right to seek copyright and/or patent and/or trademark, domain name or tradename protection in its own name for any of the foregoing Innovations, and to seek any extensions or renewals thereof.

(d) I agree not to (i) take and or solicit and or accept any of the Company's property including, but not limited to, clients, client information, trading statements, trading information, vendors including technology partners, liquidity partners, new product information, blueprints, drawings, sketches, notebooks, computer programs, formulas, data, listings, specifications and documents, or copies thereof, and any items relating to or exhibiting the Company's trade secrets or Confidential or Proprietary Information or (ii) use for any purpose the residuals resulting from access to or work with those items set forth in sub clause (i) above. The term "residuals"

means information in non-tangible form, including ideas, concepts, know-how or techniques which may be retained in my mind, even if I made no effort to refresh my recollection in anticipation of or in conjunction with the use of said residuals. Further, I agree not to intentionally memorize the information so as to reduce it to a non-tangible form for the purpose of creating a residual.

(e) I will not assert any rights under any Innovations or any information, knowledge, data or know-how related thereto, as having been made or acquired by me prior to the date hereof.

(f) I agree that any copyrightable works made by me (solely or jointly with others) that are otherwise covered by the terms hereof and that are protectable by copyright, shall be deemed to be "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. section 101). Accordingly, the Company shall be the sole and exclusive author and owner of all such copyrightable works and all right, title and interest therein and thereto, including, without limitation, all copyrights (and all renewals and extensions thereof). To the extent that any of such works are not determined to be a work for hire, I hereby irrevocably, permanently, exclusively and absolutely assign and grant to the Company all title, right and interest in and to such works, including, without limitation, all copyrights therein (and all renewals and extensions thereof). The Company shall have the sole and exclusive right to use and exploit such works, in whole or in part, in any media or technology known or hereafter devised, in perpetuity. The Company's rights in and to such works may be assigned and licensed without limitation,

and any such assignment or license shall be binding on me shall inure to the benefit of such assignee or licensee. I shall have no rights of consultation and/or approval with respect to the Company's exploitation, revision and/or use of such works. Moreover, I hereby waive, forfeit, relinquish and abandon all "moral rights" (as said term is commonly understood) and all rights of attribution and integrity that I may otherwise have had with respect to such works through the universe, and all rights that I might otherwise have had under the Visual Artists Rights Act of 1990.

(g) As to any Innovations in which I own an interest and the Company does not, whether or not invented, created or acquired prior to the date hereof, I will not without the express written consent of the Company,

incorporate or use, or participate in the incorporation or use, of any such Innovations into any products or services of the Company, and upon discovery that any such Innovations have been, or are being, or are about to be, incorporated or used in the Company's products or services or a product or service being designed or planned for or by the Company in violation of any rights that I may claim, I shall give the Company written notice of that fact, together with such detail as is then known, within three (3) days of such discovery. I agree that if, in breach of these provisions, I incorporate or use, or participate in the incorporation or use, of any such Innovations in any products or services of the Company, or upon discovery that such Innovations have been, are being or are about to be incorporated or used in a product or service of the Company, or a product or service being designed or planned for or by the Company, and/or I do not give the Company written notice of that fact, together with such detail as is then known, within three (3) days of such discovery, then to that extent, the Company shall have a royalty-free, transferable, nonexclusive license to make, have made, reproduce, use and sell and otherwise practice any such Innovations

(h) The Company's rights in the Innovations may be freely assigned and licensed and any such assignment or license shall be binding upon me and shall inure to the benefit of such assignee or licensee. I warrant that except for material the Company provides to me, the Innovations either are original with me or are fully cleared by me, and that neither the Innovations nor the Company's use of the Innovations as contemplated by this Agreement will infringe or violate any rights of any person or entity, nor shall the Company be required to pay or incur any sums to any person or entity as a result of the Company's ownership, acquisition, use or exploitation of the Innovations, except as herein provided.

(i) By execution of this Agreement, I irrevocably constitute and appoint the Company with full power of substitution, to be my true and lawful attorney to execute, acknowledge, swear and file all instruments and documents, and to take any action which shall be deemed to be necessary, appropriate or desirable to effectuate the provisions of this Section 2. The powers of attorney granted herein shall be deemed to be coupled with an interest and shall be irrevocable and survive the occurrence of my death, disability or bankruptcy.

(j) I hereby represent to the Company that, except to the extent that I have disclosed the same to the Company in writing, I am not bound by any agreement or any other previous or existing business relationship which conflicts with or prevents the full performance of my duties and obligations to the Company (including my duties and obligations under this or any other agreement with the Company except as expressly limited herein or therein).

(k) I understand that the Company does not desire to acquire from me any trade secrets, know-how or confidential business information that I may have acquired from others. Therefore, I agree with the Company, that I will not improperly use or disclose any proprietary information or trade secrets of any former or current employer, or any other person or entity with whom I have an agreement or to whom I owe a duty to keep such information in confidence.

REMEDIES. I acknowledge that any breach of my obligations under this Agreement cannot be adequately compensated by damages in an action at law and may cause the Company great and irreparable injury and damage. Accordingly, in the event that I breach any provisions of Sections 1 or 2 or there is a threatened breach, then, in addition to any other rights which the Company may have, the Company shall be entitled, without the posting of a bond or other security, to the remedies of injunction, specific performance and other equitable relief to redress any breach or threatened breach and to recover reasonable attorneys' fees, costs and expenses incurred as a result of such breach or threatened breach; no proof of special damages shall be necessary for the enforcement of or for any action for breach or threatened breach of my obligations. In the event that an actual proceeding is brought in equity to enforce the provisions of Sections 1 or 2, I shall not urge as a defense that there is an adequate remedy at law nor

shall the Company be prevented from seeking any other remedies which may be available. Nothing contained in this Section 3 shall, however, be construed as a waiver by the Company of any other rights, including, without limitation, rights to damages or profits.

4. **SEVERABILITY OF PROVISIONS; TITLES.** The invalidity or unenforceability of any one provision of this Agreement shall not impair, invalidate, or render unenforceable any other provision of this Agreement. The section headings herein shall be without substantive meaning.

5. **ENTIRE AGREEMENT AND MODIFICATION.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior written or oral understandings, discussions and agreements with respect thereto. This Agreement may be amended or modified only by written mutual agreement of the Parties

6. **BINDING EFFECT.** This Agreement shall be binding upon me and my heirs, assigns and legal representatives and shall inure to the benefit of the Company, and its successors and assigns.

7. **NON-WAIVER.** The failure of the Company to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and such provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of the Company shall be effective for any purpose whatsoever unless such waiver is in writing and signed by the Company.

8. **GOVERNING LAW; WAIVER OF JURY.** This Agreement shall be governed by and construed in accordance with New York law, without regard to its conflict of law principles. Any litigation between the Parties shall be conducted exclusively in courts located in Stamford, Connecticut, USA; provided, however, that an action brought by Company for preliminary injunctive relief under this Agreement may be brought in any court that has personal jurisdiction over me, and I hereby waive any objection to personal jurisdiction or venue in such court. The Parties waive any right to a trial by jury in any action between them, and agree that any such action shall be tried to a judge.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the _____.

ACCEPTED BY:

Signature: _____

Name:

Date:

