

HAPI PRO NON-DISCLOSURE AGREEMENT

This Agreement is made by and between Hamzei Analytics, LLC (“Hamzei Analytics”) and _____ (“Receiving Party”), collectively referred to as “Parties”, and is effective from the signature dates for a period of five (5) years, unless extended by mutual agreement.

BASIS FOR CONFIDENTIAL TREATMENT: It is recognized that the information and access to the trading technology disclosed between the Parties may describe or modify an invention on which Hamzei Analytics may have the right to file a patent application and the premature publication or public use may (in the sense of terms as used under Patent Laws) impair or destroy the right to secure patent protection on such an invention. It is further recognized that such information has substantial competitive value so long as it is withheld from public dissemination, and this value will be impaired or destroyed on publication or disclosure to others. Accordingly, all information exchanged under this Agreement shall be considered to be proprietary information. During the stated period of this Agreement each Receiving Party will make all reasonable efforts to protect the information disclosed, or exchanged, relative to the subject matter specified below. In no event shall the Receiving Party, without the prior written approval of Hamzei Analytics, (a) make such information or documents available to any third party, or (b) disclose or identify the source of any of the information disclosed in confidence. Elements of disclosure received by Receiving Party without restriction or found in the public domain will not be restricted for other uses. This shall not apply to information made public as the result of a breach of the obligation to keep such matter confidential in whole or in part, and association with non-disclosed information should be controlled.

LICENSE: Receiving Party does not receive a license to make, use, or sell the product defined by the disclosed invention. Such License, if provided, will be the subject of a separate Agreement, which may note this Agreement by reference.

SUBJECT of this Agreement is described as: Hamzei Analytics’ Proprietary Indicators, operating on TradeStation Platform which includes, but is not limited to HAPI_CI, HAPI_CI Diff, HAPI_SCW and HAPI_MAC+. These indicators are leased to Receiving Party on quarterly basis.

BREACH of this Agreement: In the event that the Receiving Party breaches this Agreement, all rights of Receiving Party under this Agreement shall cease immediately.

UNILATERAL LIQUIDATED DAMAGES: The undersigned parties agree that, in the event that the Receiving Party breaches this Agreement, damages arising from such breach shall be difficult to ascertain. By signing below, the Receiving Party acknowledges and agrees that Hamzei Analytics shall be entitled to One Hundred Percent (100%) of any and all benefits, financial or otherwise, that the Receiving Party obtains or is entitled to obtain as a result of breach of this Agreement, or any lesser amount as determined by a court of competent jurisdiction in the event that this Unilateral Liquidated Damages clause is deemed to be unenforceable and/or excessive by such court of competent jurisdiction.

THE UNDERSIGNED herein agrees that this Agreement shall be construed, interpreted, and enforced according to the laws of the State of Florida.

IN CONSIDERATION of the goodwill exhibited between the following parties, said parties are in Agreement to the foregoing terms.

Stock/ETF Trading Experience _____ years
Stock/ETF Options Trading Experience _____ years
Stock Index Futures Trading Experience _____ years

Primary PayPal Email: _____
Location: _____

Twitter Handle _____

Receiving Party

By: _____
Date _____

Daytime Phone No. _____

Hamzei Analytics, LLC

By: _____
Fari Hamzei Date _____

Please print, read, sign, scan & email this Agreement to HAPI@HamzeiAnalytics.com and the snail mail the hard copy to:

Hamzei Analytics, LLC
2385 Ariane Dr
Naples, FL 34112
Tel: (310) 306-1200