

# Non-Disclosure Agreement

I, \_\_\_\_\_, either individually or as the authorized representative of the company named below (the "Recipient"), hereby acknowledge and agree to the following terms in relation to my access to confidential information provided by **Vantorum Ltd** ("Vantorum" or the "Discloser"):

## 1. Purpose

I understand that Vantorum may provide access to certain confidential and proprietary information relating to its data, services, and business practices (the "Confidential Information") for the purpose of evaluation and engagement.

## 2. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" includes but is not limited to all reports, data, analyses, strategies, trade secrets, or other proprietary materials disclosed in any form (written, oral, electronic, or otherwise).

- "Vantorum Confidential Information" refers to all information disclosed by Vantorum to me, including analysis, reports, and insights.
- "Recipient Confidential Information" refers to any information regarding my identity, engagement, or relationship with Vantorum disclosed during discussions or collaboration.

## 3. Obligations of Recipient

- I agree to use Vantorum Confidential Information solely for the purpose of evaluating or engaging with Vantorum.
- I will not disclose, publish, or share Vantorum Confidential Information with any third party without Vantorum's prior written consent.
- I will take all reasonable measures to protect the confidentiality of the Confidential Information and prevent unauthorized use or disclosure.

## 4. Obligations of Vantorum

- Vantorum will maintain the confidentiality of Recipient Confidential Information and will not disclose it to any third party without my prior written consent, except as required by law.
- Vantorum will use Recipient Confidential Information solely to facilitate and maintain the engagement between the Parties.

### Disclaimer

Vantorum Ltd is in the process of incorporation in the British Virgin Islands and intends to apply to the BVI Financial Services Commission for approval as an Approved Manager under the Securities and Investment Business Act, 2010. Vantorum Ltd does not hold client funds, manage investment capital, or provide financial advice. The company is purely a technology provider, licensing access to its proprietary trading system. All funds remain in the Client's brokerage account, under the Client's sole control. Past performance is not indicative of future results. Trading Contracts for Difference (CFDs) and other leveraged products is speculative and carries a high risk of loss. You may lose all or part of your capital. Vantorum Ltd provides technology access only and does not hold client funds, manage capital, or guarantee profitability. Clients use the trading system entirely at their own risk. Vantorum Ltd, together with its directors, officers, employees, shareholders, agents, and representatives, accepts no responsibility or liability whatsoever for any losses, whether full or partial, incurred through the use of the Vantorum trading system.

## **5. Exclusions**

The obligations of confidentiality do not apply to information that:

1. Becomes public without breach of this Agreement;
2. Is received lawfully from a third party without confidentiality restrictions;
3. Is independently developed without use of the other Party's Confidential Information; or
4. Must be disclosed under legal or regulatory order, provided prompt notice is given to the disclosing Party.

## **6. Term and Survival**

This Agreement takes effect on the date signed below and remains in force until terminated by either Party with thirty (30) days' written notice. The obligations of confidentiality survive termination for a period of five (5) years.

## **7. No License**

Nothing in this Agreement grants rights or licenses under any intellectual property of either Party.

## **8. Remedies**

I acknowledge that unauthorized use or disclosure of Confidential Information may cause irreparable harm. Vantorum shall be entitled to seek injunctive relief in addition to other remedies available under law.

## **9. Governing Law**

This Agreement is governed by and construed in accordance with the laws of **England and Wales**, without regard to conflict of laws principles.

## **10. Entire Agreement**

This Agreement constitutes the full understanding between myself (or my represented entity) and Vantorum regarding confidentiality and supersedes all prior understandings or agreements.

## **11. Amendments**

This Agreement may only be amended in writing, signed by both Parties.

## **12. Severability**

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.

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By signing below, I confirm that I have read, understood, and agree to be bound by the terms of this Non-Disclosure Agreement.

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Capacity / Entity (if applicable):** \_\_\_\_\_

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