

The following information is collected for internal use and informational purposes regarding DAS|API and DAS|FIX usage. DAS|Inc will keep this information on file.

1. WHO WILL BE USING THE DAS API / FIX (please check one)

Primary username(s): _____ Broker(s): _____

<input type="checkbox"/> INDIVIDUAL	
First Name _____	Last Name _____
Address _____	
Contact Information (Daytime Telephone) _____	Email _____

<input type="checkbox"/> GROUP OR COMPANY <small>(Require to sign the Mutual Non-Disclosure Agreement Attached)</small>	
Name of the Group _____	Name of the person of Contact _____
Address _____	
Contact Information (Daytime Telephone) _____	Email _____

2. LOCATION DAS API OR FIX WILL BE USED IF DIFFERENT THAN ABOVE:

3. HOW IS DAS API / FIX GOING TO BE USED:

A. Name of the software or web page which will access DAS API /FIX:

B. Programming languages that will be used to work on the software or web page indicated in 1 to access DAS API / FIX:

C. Time Frame during which DAS API / FIX will be used (for example, market hours, at open, overnight, etc.):

D. DAS API / FIX is going to be used for:

Order Sending

Name of Route	Maximum number of orders/sec	Orders per day

**Please attach a sheet of paper if space provided above is not enough.*

Rate of orders to be executed %: _____

Rate of orders to be canceled %: _____

DAS API / FIX User Certification Form

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Additional descriptions about your usage of executions service via DAS API/FIX:

Pulling and redistributing quotes

Maximum number of symbols to be pulled simultaneously using DAS API / FIX:

Level 1 _____ Level 2 _____

Additional descriptions about your market data usage via DAS API/FIX:

I certify that the information I entered above reflect the truth about myself, my DAS API / FIX usage, and where it will be used.

Signature

Date

You can scan a completed copy and email to support@dastrader.com or you can fax a copy to 845-228-8077.

Between: _____

Date: _____

And: DAS, Inc. (Collectively, the "Parties" or individually, a "Party")

Re: Mutual Non-Disclosure Agreement (the "Agreement")

In order to allow the parties hereto (together with their affiliates, individually a "Party" and collectively, the "Parties") to evaluate a proposed dealing, arrangement, transaction or venture (any or all of which referred to herein as "Transaction") between the Parties, each Party has requested to be supplied with certain information, in written, oral and other forms, concerning the other Party's business, business relationships, inventions, intellectual property or financial affairs (referred to herein as the "Confidential Information"). By way of illustration, but not limitation, Confidential Information may include inventions, products, product designs, processes, methods, ideas, techniques, know-how, formulas, trade secrets, compositions, compounds, projects, development, plans, research and development data, clinical data, financial data, market studies and forecasts, competition analyses, personnel data, employee lists, computer programs, computer hardware and hardware configuration information, firmware or software (including source code and related documentation) customer and supplier lists, distribution arrangements, pricing policies, marketing arrangements, technical information and materials and contacts at or knowledge of customers or prospective customers of a Party. All software programs, in whatever form, shall be deemed Confidential Information, regardless of whether so marked or designated. As a condition to furnishing any part of the Confidential Information to a Party, each of the Parties hereby agrees that their receipt thereof shall be subject to the following terms and conditions:

1. Each Party recognizes and acknowledges the competitive value and confidential nature of the Confidential Information and the damage that could result to the disclosing Party if any part of the Confidential Information were used improperly by the receiving Party or disclosed to any third party.

2. Each Party, together with their respective directors, officers, employees, agents and representatives (herein collectively referred to as the "Representatives") shall refrain from using the Confidential Information disclosed to them by the other Party except for the sole purpose of evaluating the Transaction. Each Party shall maintain all the Confidential Information disclosed to them hereunder secret and confidential and shall not sell, rent, license, distribute, transfer or disclose it to any third party, except as otherwise provided herein, without the prior written consent of the disclosing Party, unless in the reasonable opinion of the receiving Party's counsel disclosure is required to comply with any law, order, decree or governmental request and the receiving Party has provided the disclosing Party with prior written notice of such intended disclosure so that the disclosing Party may seek a protective order or other appropriate relief. Neither Party nor their respective Representatives shall have any obligation hereunder with respect to any Confidential Information to the extent it (i) has been made public other than by acts by the receiving Party or its Representatives in violation of this Agreement or (ii) becomes available to the receiving Party from a source other than the disclosing Party or any of its Representatives, provided that such source is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from transmitting the Confidential Information to the receiving Party by contractual, legal or fiduciary obligation.

3. The Confidential Information shall be revealed only to such of the receiving Party's Representatives who, in such Party's reasonable judgment, need to know such Confidential Information for purposes of evaluating the Transaction, provided such Representatives agree to keep the Confidential Information confidential and to be bound by this agreement to the same extent as if they were parties hereto. Each receiving Party will be fully responsible for the conduct of its Representatives in that regard, other than with respect to any Representative who shall have entered into its own confidentially agreement with the disclosing Party. Each Party will keep the Confidential Information received from the other Party in a secure place, under access and use restrictions designed to prevent the disclosure of the Confidential Information to unauthorized persons.

4. Each Party agrees that, without the prior written consent of the other Party, neither Party nor its Representatives will, except as provided in paragraph 2 and subject to the notice provisions thereof, disclose to any other person either (i) the fact that discussions or negotiations are taking place concerning a possible Transaction, or (ii) any of the terms, conditions or other facts with respect to any such possible Transaction, including the status thereof.

5. Each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the disclosing Party unless otherwise specified in writing by the disclosing Party.

6. In the event that negotiations between the Parties are terminated, all Confidential Information shall be returned promptly to the disclosing Party or, if specifically instructed by an authorized representative of the Disclosing Party in writing, destroyed and not

retained by the receiving Party or its Representatives in any form or for any reason. All copies, summaries and notes of the contents or parts of any Confidential Information shall be returned promptly to the disclosing Party or, if specifically instructed by an authorized representative of the disclosing Party in writing, destroyed.

7. The Parties acknowledge and agree that, other than as may be subsequently agreed to in writing (i) the Parties make no representation or warranty of any nature with respect to any portion of the Confidential Information, (ii) no such representation shall be implied, and (iii) neither of the Parties shall be liable for any loss or damage arising out of any action by such Party or its Representatives based in whole or in part on a Party's review of the Confidential Information.

8. For a period of twelve (12) months from the date hereof, neither Party nor any of their respective Representatives shall, without the other Party's prior written consent, employ any employee of a Party, or solicit any of the employees of the other Party met in connection with the evaluation of a Transaction.

9. The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement by either Party or its Representatives and that, in addition to all other remedies which may be available, the non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach, and the Parties further agree to waive, and to use best efforts to cause their respective Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy.

10. No failure or delay on the part of either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws principles or rules.

12. This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

13. This Agreement supersedes all prior confidentiality agreements relating to any Transaction not heretofore consummated between the Parties. It may not be modified, except by an instrument in writing signed by the parties hereto.

14. Nothing contained in this letter shall be interpreted or construed to impose any obligations on either party to enter into a business relationship with the other.

15. This Agreement shall be effective as of the date first written above. It may be terminated with respect to further disclosures upon three (3) business days prior written notice. The rights and obligations accruing prior to termination as set forth herein in paragraphs 2, 3, 4, 5 and 8 shall, however, survive termination of this Agreement, and shall continue for so long as the Confidential Information retains commercial value.

The Parties acknowledge their agreement to the foregoing by signing this letter in the place provided below and returning one copy to the other Party.

By: _____

Name: Karen Gentile

Title: President DAS, Inc.

By: _____

Name: _____

Title: _____