CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (*Confidentiality Agreement*) is made between The NASDAQ OMX Group, Inc., (*NASDAQ OMX*) a Delaware Corporation whose principal offices are located at One Liberty Plaza, New York, New York, 10006 Corporation (NASDAQ OMX and its affiliates are collectively referred to as the *Corporations*), and _____ (*Recipient*), whose principal offices are located at _____.

In consideration of NASDAQ OMX's past, present, and/or future provision of access to certain confidential information by Recipient in order to permit Recipient to evaluate, plan for, implement, complete obligations under an Agreement for Professional Services, or participate in projects, contracts, or other arrangements between the parties (*Project*) and other good and valuable consideration, the sufficiency of which is acknowledged, it is agreed as follows:

1.   Recipient may be provided with access to selected information (oral, written, or electronic) of the other (including of any of the Corporations) which helps meet a regulatory purpose or business need, including, but not limited to, that information which relates or refers to: business planning; internal controls; computer, data processing, or communications architectures or systems; electronic data processing architectures, applications, programs, routines, or subroutines; business affairs and methods of operation or proposed methods of operations, techniques or systems of a party (including of any of the Corporations) or any customer of a party (including of any of the Corporations); financial or other non-public information. Some of the information in each of these categories is confidential in nature or constitutes a trade secret. This information received from a party (including of any of the Corporations), either orally or in writing, during the course of the Project shall be deemed to be confidential information (*Confidential Information*) for purposes of this Confidentiality Agreement. Notes, documents, summaries or reports which are prepared from Confidential Information to the extent such specifically refer or relate to Confidential Information are themselves Confidential Information.

2.   Recipient acknowledges the sensitive and secret nature of the Confidential Information it will have access to during the term of this Agreement and agrees that it will treat such Confidential Information as strictly confidential and shall exercise the same degree of care in the protection of the Confidential Information as the Recipient exercises with respect to its own proprietary property and trade secrets, but in no event shall it be less than a reasonable degree of care given the nature of the Confidential Information.

3.   Recipient shall not disclose Confidential Information to any person or entity, except its employees or partners involved in the Project, or to use the Confidential Information for any purpose other than fulfilling its obligations under the Project. Recipient acknowledges and agrees that breach of this Confidentiality Agreement by Recipient and/or anyone employed by or otherwise associated with Recipient may also constitute a violation of the Insider Trading Act and/or other securities and other laws. Access to or disclosure of Confidential Information by Recipient shall be limited to those employees or partners covered by a then effective legal obligation or agreement with Recipient that prohibits the disclosure or unauthorized use of confidential information deemed confidential by Recipient (*Authorized Employees*). The existence of such an agreement with an employee or partner of the Recipient shall not operate to relieve the Recipient from liability for acts of such employee or partner that result in a breach of this Confidentiality Agreement.

4.   Recipient shall not make copies of the Confidential Information except for those copies required for use by Authorized Employees in the performance of the Agreement. Each copy, including its storage media, shall be marked Confidential, and also include all copyright, trademark and other proprietary notices which appear on the original. The Recipient agrees that all Confidential Information, including any copies thereof, shall be returned to NASDAQ OMX or destroyed within ten (10) days of the expiration or other termination of the Project.

5.   Notes and other documents referencing or relating to Confidential Information may be made and kept by the Recipient, but shall continue to be governed by this Confidentiality Agreement until they are destroyed.

6.   All intellectual property rights associated with the Confidential Information, including without limitation, patent, trademark, copyright, trade secret rights, and moral rights shall remain in NASDAQ OMX.

7.   The obligation of non-disclosure shall not extend to: (1) information which is then already in the possession of the Recipient and not under a duty of non-disclosure; (2) information which is generally known or revealed to the public other than by breach of this Agreement; (3) information which is revealed to the Recipient by a third party--unless such party is under a duty of non-disclosure; or (4) information which the Recipient develops independently of the disclosure as indicated by files existing at the time of initial disclosure.

8.   In the event Recipient receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information, Recipient shall provide prompt actual notice to the General Counsel of NASDAQ OMX of such receipt, providing the Corporations with a reasonable opportunity to intervene in the proceeding before the time that Recipient is required to comply with such subpoena or other process. In the event that NASDAQ OMX instructs Recipient not to comply with any portion or all of the process, Recipient shall comply with such instructions and NASDAQ OMX shall indemnify and hold harmless the Recipient from any damages to the extent that Recipient's damages result from its compliance with NASDAQ OMX's instructions.

9.   Recipient acknowledges that NASDAQ OMX, because of the nature of the Confidential Information, would suffer irreparable harm in the event of a material breach of the provisions of this Confidentiality Agreement in that monetary damages would be inadequate to compensate NASDAQ OMX for such a breach, and that in the event of any material breach or threatened material breach by the Recipient of any such provisions, NASDAQ OMX shall be entitled, in addition to such other legal or equitable remedies which might be available, to injunctive relief in any court of competent jurisdiction against the threatened material breach or continuation of any such material breach without showing or proving any actual damages sustained by NASDAQ OMX. If NASDAQ OMX prevails in any action brought to enjoin a material breach or threatened breach of this Confidentiality Agreement, it shall be entitled to reasonable attorney's fees and costs in connection with such legal proceeding.   This Confidentiality Agreement shall be governed by the laws of the State of New York, without regard to its principles of conflicts of laws.

10.   The representations and obligations of the Recipient relative to the Confidential Information shall survive the termination of this Confidentiality Agreement for a period up to three (3) years from the date of the completion or other termination of the Project.

11.   This Confidentiality Agreement contains the full and complete understanding of Recipient and NASDAQ OMX with respect to the subject matter and supersedes all prior representations and understandings whether they be oral or written.

12.   Recipient and NASDAQ OMX understand and agree that in the event any part, term or provision of this Confidentiality Agreement is held to be invalid or legally unenforceable, the validity of the remaining parts, terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Confidentiality Agreement did not contain the particular part, term, or provision held to be invalid.

13.   The persons executing this Confidentiality Agreement warrant that they have the authority to bind NASDAQ OMX and the Recipient to the terms and conditions embodied in this Confidentiality Agreement.

Agreed and Accepted:

_____ (***Recipient***)

By: _____

Title: _____
                        Authorized Officer

Date: _____

The NASDAQ OMX Group, Inc. (*NASDAQ OMX*)

By: _____

Title: _____
                        Authorized Officer

Date: _____