

NON-DISCLOSURE AGREEMENT

WHEREAS, this Non-Disclosure Agreement (“Agreement”) is entered into as of March 17, 2004 (“Effective Date”) between the NYMEX Holdings, Inc. (“NYMEX” or “Disclosing Party”) and Vincent Viola (“Advisor” or “Receiving Party”) (each of NYMEX and Advisor is hereinafter referred to individually as a “Party” or collectively as the “Parties”) in connection with a business venture (“Arrangement”); and

WHEREAS, NYMEX possess its own proprietary, financial, business, and marketing information relating to the Arrangement; and

WHEREAS, in order to begin the discussions regarding the Arrangement NYMEX is willing to disclose to Advisor certain information and related materials that NYMEX considers to be confidential and secret and in which NYMEX has a proprietary interest, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the disclosure of any Confidential Information (as defined below) the covenants and premises contained herein and other good and valuable consideration the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The following definitions shall apply for purposes of this Agreement:

“*Affiliate*” means, when used with respect to any Person (as defined below), any other Person directly or indirectly controlling, controlled by or under common control with, such Person.

“*Agreement*” means this Agreement, as amended from time to time.

“*Arrangement*” means any business venture(s) discussed between the Parties.

“*Confidential Information*” shall mean any and all of NYMEX’s confidential, secret or proprietary information, whether written or oral, including but not limited to, products or services, personnel, procedures of operation, business or marketing plans, business methods and practices, compilations of data or information concerning NYMEX’s business, financial data, business proposals, names of NYMEX’s suppliers and customers, possible business partners and their businesses and any other information not generally known to the public.

“*Disclosing Party*” shall mean NYMEX.

“*Person*” means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity.

“*Receiving Party*” shall mean Advisor.

“*Representatives*” means, with respect to either Party, such Party’s directors, officers, members, employees, agents or advisors (including, without limitation, attorneys, accountants and management consultants).

2. All Confidential Information heretofore or hereinafter furnished to Receiving Party or to any of Receiving Party’s Representatives by Disclosing Party or by any of the Disclosing Party’s Representatives, shall be kept confidential by the Receiving Party. The Receiving Party warrants that it will keep the Disclosing Party’s Confidential Information in no less confidential a manner than it keeps its own most confidential information but in no event shall less than reasonable care be exercised to prevent unauthorized disclosure.

3. Confidential Information disclosed hereunder shall at all times remain, as between the Parties, the property of the Disclosing Party. No license under any trade secrets, copyrights, or other rights is granted by this Agreement or any disclosure of Confidential Information hereunder.

4. The Receiving Party shall receive, use and consider the Confidential Information solely and exclusively for the purpose of discussions regarding the Arrangement. Except to the extent the Receiving Party has prior written consent from the Disclosing Party, the Receiving Party shall not duplicate in any manner or disclose to any third party the Confidential Information or any part thereof other than to its Representatives having a need to know the Confidential Information in order to assist in the evaluation of the Arrangement or any other current or future business relationship between the Receiving Party and the Disclosing Party. In any instance in which the Receiving Party discloses the Confidential Information to its Representatives, the Receiving Party shall inform them of the confidential nature of the Confidential Information and of the terms of this Confidentiality Agreement. The Receiving Party shall be held responsible for any unauthorized use or disclosure of any Confidential Information, regardless of the nature thereof or the identity of the unauthorized user or disclosure thereof.

5. The Receiving Party understands and agrees that disclosure of the Confidential Information may cause irreparable harm to the Disclosing Party, not compensable by money damages and therefore the Disclosing Party shall not have an adequate remedy at law in the event of an unauthorized use or disclosure of the Confidential Information in breach of the provisions of this Agreement. Accordingly, the Disclosing Party shall be entitled to injunctive relief, in addition to any other rights and remedies which might be available to it under the law. The prevailing Party in any litigation relating to or arising under this Agreement shall be entitled to reasonable attorneys' fees, including fees on appeal.

6. Upon the written request of the Disclosing Party, the Receiving Party will promptly return to the Disclosing Party or destroy all of the Confidential Information of the Disclosing Party (or such portion thereof as may be requested by the Disclosing Party) without retaining copies, summaries or extracts thereof or based thereon.

7. The Receiving Party further understands and acknowledges that the furnishing of the Confidential Information by the Disclosing Party does not in and of itself constitute a representation of any kind by the Disclosing Party as to the accuracy or completeness of such information.

8. The Receiving Party may disclose the Disclosing Party's Confidential Information to a third person only if: (a) the Confidential Information is made public by the Disclosing Party; (b) the Confidential Information becomes generally known to the public, or was generally known to the public, before the date on which this Agreement is executed; (c) the Disclosing Party waives its rights as provided in Article 14 below; (d) the Receiving Party obtains the Confidential Information independent of the Disclosing Party lawfully and without breach of this Agreement or (e) disclosure of the Confidential Information is required by a governmental authority, either by explicit order, statute or regulation; in which case the Receiving Party shall comply with its obligations under Section 9 below.

9. If the Receiving Party is required by law, regulation, legal process or regulatory authority to disclose the Disclosing Party's Confidential Information, the Receiving Party (if legally permitted to do so) shall provide the Disclosing Party with prompt notice (in writing if practicable) of any such requirement so that the Disclosing Party may seek a protective order or other remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party grants a waiver hereunder, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information which, in the opinion of its counsel, it is required by law, regulation, legal process or regulatory authority to disclose, without any liability to the Disclosing Party and with respect to which it agrees to exercise its best efforts to obtain reliable assurance that confidential treatment will be accorded. In any event, the Receiving Party will not oppose action by the Disclosing Party to obtain a protective order unless the Receiving Party reasonably determines that such order is adverse to its interests or other reliable assurance that confidential treatment will be accorded the Confidential Information.

10. The Parties acknowledge and agree that the Disclosing Party may provide other persons with its own Confidential Information and nothing contained herein shall act so as to prevent such Party from doing so.

11. Receiving Party hereby agrees to indemnify and hold harmless the Disclosing Party and its Representatives from any damage, loss, cost or liability (including reasonable attorneys fees and legal fees, and

the cost of enforcing this indemnification provision) arising out of or resulting from any breach by it of this Agreement.

12. Each of the Parties agree that except for the matters specifically agreed to in this Agreement and as otherwise agreed in writing by the Parties, none of the Parties or their respective Representatives will be under any legal obligation of any kind whatsoever with respect to providing any services and/or any discussion with regard to providing such services.

13. Each Party acknowledges and agrees that it may allow other Persons to provide it any of the services to be provided (or proposed to be provided) by the other Party. In addition, each Party may make available to any other Persons its own Confidential Information and nothing contained herein shall act so as to prevent a Party from so doing.

14. This Agreement may be modified or waived only by an express amendment and waiver in writing signed by the Parties. It is understood and agreed that no failure or delay by any 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 right, power or privilege hereunder.

15. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

16. This Agreement will be governed by both the substantive and procedural laws of the State of New York, U.S.A., excluding its conflict of law rules and the UN Convention for the International Sale of Goods (CISG). Any action to enforce any provision of this Agreement may be brought only in the Supreme Court, State of New York, County of New York or in the United States District Court for the Southern District of New York.

17. NYMEX and Advisor shall be bound by the terms of this Agreement until a written release is given by NYMEX following the return or destruction of all of the Confidential Information.

18. Neither Party may use the name of the other in connection with any advertising or publicity materials or activities without the prior written consent of the other Party.

19. This Agreement shall become effective as of the date Confidential Information is first made available to any of the Parties to this Agreement.

20. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of Effective Date.

/s/ VINCENT VIOLA

Vincent Viola

NYMEX HOLDINGS, INC.

By: /s/ MITCHELL STEINHAUSE

Name: Mitchell Steinhouse

Title: Chairman