



EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is entered into and effective the 01 day of November, 2014, by and between David Levy ("Employee"), and 3Red Trading, LLC, ("3Red"), (collectively, the "Parties").

ARTICLE I. ENGAGEMENT

1. Acknowledgements. I acknowledge and agree as follows:

- a) 3Red is engaged in a highly competitive business involving the trading of securities and other financial products and its processes, systems, trading formulas and other intellectual property are crucial to its success and viability as a company.
- b) In the course of my employment with 3Red I will be provided and otherwise have access to 3Red's Confidential Information (as further defined below), proprietary trading formulas, and other intellectual property developed by 3Red which give it significant competitive advantages in the marketplace and any loss or disclosure of such information would have significant adverse economic consequences for 3Red.
- c) 3Red has expended significant efforts and costs to develop its Confidential Information, proprietary trading formulas, and other intellectual property, and to keep such information confidential.
- d) 3Red operates and trades on many exchanges and trading platforms throughout the world therefore the scope of my activities while employed by 3Red are likely to be virtually worldwide.

2. Employment. I accept employment with 3Red in accordance with the terms set forth in my offer letter, a copy of which is attached to this Agreement, which sets forth my job title, responsibilities, gross salary and bonus (if any), start date and all other pertinent terms. I represent to 3Red that I have all required licenses and authorizations to perform my duties and that I am not subject to any employment agreement, non-competition agreement, non-solicitation agreement or any other agreement, order or decree, which restricts my ability to perform my duties to 3Red. I further represent and warrant that the information I have provided to 3Red about my education and employment history, as well as any other information I have provided to 3Red (or to any of its agents, including recruiters) is true and complete and I agree that if I have provided any false statements or information to 3Red, 3Red shall be entitled to terminate my employment for Cause as defined below.

3. Representations.

- a) I hereby represent and warrant that I shall devote my exclusive, full-time attention to performing my employment duties on behalf of the business of 3Red in accordance with the instructions, directives and policies of 3Red.
- b) I understand that all other direct or indirect business interests, active investments, employment, or consulting activities must be submitted in writing to 3Red for written

3Red Trading LLC – Employment Agreement

___David Levy ___3Red

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