



Alternative Asset Management Limited

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admin@altasset.com

[.....Company full name here.....]
[.....Company full address here.....]
[.....Company full address here.....]
[.....Company full address here.....]
[.....Company full address here.....]

Attention: The Directors/Partners

[.....Date Here.....]

Dear Sirs,

Mutual Non-Disclosure Agreement

This mutual non-disclosure agreement (the "Agreement") is made between Alternative Asset Management Limited ("A2ML") and [.....Company full name here..... ("Company")] (each a "Party" and together the "Parties").

The Parties intend to engage in discussions concerning the sharing of information regarding investment management business (the "Matter") and may exchange certain information and material in connection with the Matter that is confidential in nature and may also be proprietary to them.

In consideration of the mutual undertakings contained herein, the Parties hereby agree as follows:

1. Definitions

In this Agreement, unless the context requires otherwise:

"Confidential Information" means all information in whatever form (written, oral, visual and electronic) relating to the Matter that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") now or in the future but excluding any such information:

- (a) which is or becomes public knowledge other than as a result of the information being disclosed by the Recipient in breach of this Agreement; or
(b) which is obtained by the Recipient from a third party, in circumstances where the Recipient is not aware that that third party is under any obligation of confidentiality to the Disclosing Party in respect of that information; or
(c) which was known to the Recipient at the date of disclosure by the Disclosing Party and that the Recipient was not under any obligation of confidence in respect of; or
(d) which is developed by the Recipient entirely independently of any Confidential Information supplied by the Disclosing Party to the Recipient under this Agreement.

"A²ML" means Alternative Asset Management Limited, any Alternative Asset Management Group Holding Company and Subsidiary of Alternative Asset Management and each Subsidiary of each Holding Company of Alternative Asset Management and for the purposes of this Agreement "Holding Company" shall mean, in relation to a company, any company of which that company is a Subsidiary and "Subsidiary" shall have the meaning given to that expression in Section 736 of the English Companies Act 1985.

"Permitted Purpose" means considering and evaluating the Matter.

"Representatives" means the officers, directors, employees, contractors, representatives, agents and professional advisors of a party to this Agreement or, in the case of A²ML, of members of the Alternative Asset Management Group.

2. Confidentiality Undertakings

The Recipient undertakes to:

- (a) keep the Confidential Information confidential and not to disclose it to anyone except as provided for by paragraphs 3 and 4 and to ensure that the Confidential Information is protected using security measures and a degree of care, but no less than a reasonable standard of care, that it would apply to safeguard its own proprietary, secret or confidential information;
- (b) use the Confidential Information only for the Permitted Purpose; and
- (c) use all reasonable endeavours to ensure that any person to whom it passes any Confidential Information (unless disclosed under paragraph 4) acknowledges and complies with the provisions of this Agreement as if that person were also a party to it.

3. Permitted Disclosure

The Recipient may disclose the Confidential Information:

- (a) to such Representatives as are necessary for the Permitted Purpose; and
- (b) to any professional advisers or consultants engaged to provide advice in connection with the Permitted Purpose; and
- (c) to the extent required by paragraph 4.

4. Forced Disclosure

The Recipient may disclose the Confidential Information if and to the extent required by:

- (a) any order of any court of competent jurisdiction or any order, enquiry or investigation by any competent judicial, governmental or regulatory body; and
- (b) the laws or regulations of any country with jurisdiction over its affairs.

5. Notification of Forced or Unauthorised Disclosure

The Recipient will inform the Disclosing Party (to the extent legally permitted) of the full circumstances of any disclosure under paragraph 4 or upon becoming aware that Confidential Information has been disclosed in breach of this Agreement.

6. Return of Copies

If requested by the Disclosing Party, the Recipient will return to the Disclosing Party or destroy (at the Disclosing Party's request) all physical copies of the Confidential Information including any copies or other replications thereof, and shall take all reasonably practicable steps to permanently erase all Confidential Information held in intangible format (including, without limitation, information incorporated in computer software or held in electronic storage media), in each case save to the extent that the Recipient is required to retain any such Confidential Information by any applicable law, rule or regulation or by any competent judicial, governmental, supervisory or regulatory body or in accordance with reasonable internal policy, or where the Confidential Information has been disclosed under paragraph 4 above.

7. Agreements and Acknowledgments

The Parties hereby agree and acknowledge that:

- (a) neither Party nor any of their Representatives have made or will make any representation or warranty concerning the accuracy, reliability or completeness of its Confidential Information and shall be under no obligation to update or correct any inaccuracy in the Confidential Information; and
- (b) each Party shall be solely responsible for conducting its own assessment of the Confidential Information.

8. Inside Information

The Parties acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and undertake not to use any Confidential Information for any unlawful purpose.

9. Consequences of Breach

The Parties agree that money damages may not be a sufficient remedy for any breach of this Agreement, and that in addition to any other remedies (which may include money damages) available either in law or in equity, the remedies of specific performance and injunctive or other equitable relief may be available as a remedy for any breach of this Agreement.

10. No Waiver

No failure or delay by either Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privileges under this Agreement.

11. Entire Agreement

This Agreement is the whole agreement between the Parties and supersedes any arrangement, understanding or previous agreement between the Parties relating to the subject matter covered by this Agreement. No waiver or variation of this Agreement will be effective unless approved in writing by the duly authorised representatives of each Party.

12. No Commitment

Nothing in this Agreement constitutes a commitment by either Party to accept any proposal made by the other in connection with the Matter. All discussions between the Parties with regard to the Matter remain subject to normal written agreement between the Parties in respect thereof.

13. Duration of Confidentiality

This Agreement shall continue in full force and effect for two years from the date on which both Parties have signed this Agreement.

14. Governing Law, Jurisdiction and Rights of Third Parties

- (a) This Agreement is governed by and shall be construed in accordance with English law and the Parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute, controversy or claim arising out of or in connection with this Agreement.
- (b) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

Yours faithfully,

Alternative Asset Management Limited

By _____
Authorised Signatory

ACCEPTED AND AGREED
For and on behalf of

[.....*Company full name here*..... (“*Company*”)]

By _____
Authorised Signatory