

## CONFIDENTIALITY AGREEMENT

This Agreement has been made this \_\_\_\_ day of \_\_\_\_\_ 2009.

BY AND AMONG:

1. [ \_\_\_\_\_ ] (referred to herein as the "RECIPIENT PARTY"); and
2. **Alternative Asset Management Limited of New Broad Street House, 35 New Broad Street, London EC2M 1NH** (hereinafter referred to as the "DISCLOSING PARTY").

WHEREAS:

- A. From time to time, the DISCLOSING PARTY and the RECIPIENT PARTY will discuss potential structured financial products and investments (specifically detailing proprietary information on the use of capital protection) as the DISCLOSING PARTY may from time to time introduce to the RECIPIENT PARTY (the "Investment Products").
- B. The DISCLOSING PARTY possesses Proprietary Information, as defined herein, and the RECIPIENT PARTY wishes to have access to the Proprietary Information.
- C. The DISCLOSING PARTY has agreed to disclose Proprietary Information from time to time to the RECIPIENT PARTY subject to the terms and conditions of this Agreement.

NOW IT IS AGREED AS FOLLOWS:

1. In consideration for the DISCLOSING PARTY making available to the RECIPIENT PARTY the Proprietary Information, the RECIPIENT PARTY hereby undertakes, except as provided in paragraph 3 below, to keep confidential and shall not disclose the Proprietary Information of the DISCLOSING PARTY without prior written consent of such party other than to its officers, directors, employees, affiliates, agents and advisors as are required in the course of their duties to receive and consider the same for the purpose of the evaluation of such proposals and the RECIPIENT PARTY further undertakes that all such persons shall be informed by the respective party hereto of the confidential nature of the Proprietary Information.
2. Proprietary Information shall include, without limitation, any information furnished by the DISCLOSING PARTY or any of its officers, directors, employees, affiliates, agents or advisors to the RECIPIENT PARTY or any of its officers, directors, employees, agents or advisors in connection with an Investment Product, whether such information is provided orally or in writing or gathered by inspection and regardless of whether specifically identified as confidential, together with any draft or final private placement memoranda and/or any investment opportunity or investment idea contained herein, notes, due diligence reports, memoranda, charter documentation, financial projections and models, analyses, compilations, studies, agreements, structure charts, diagrams and documentation and information of any and every nature pertaining to an Investment Product and all such Proprietary Information shall remain the sole and exclusive property of the DISCLOSING PARTY.

3. The RECIPIENT PARTY will not be bound to keep confidential any Proprietary Information if and to the extent that (a) the information is, or becomes part of the public domain otherwise than by breach of this Confidentiality Agreement; (b) the information is required to be disclosed by law; or (c) the DISCLOSING PARTY has authorized in writing the disclosure of such information.
4. The RECIPIENT PARTY shall not use any Proprietary Information for its own purposes or to obtain a commercial, trading, investment, financial or other advantage other than with respect to an investment by RECIPIENT PARTY or its affiliates in an Investment Product, but shall only use Proprietary Information for the sole purpose of the evaluation of an investment by RECIPIENT PARTY or its affiliates in an Investment Product.
5. Upon the written request of the DISCLOSING PARTY, the RECIPIENT PARTY shall return all Proprietary Information supplied or disclosed or received pursuant hereto and any written record of such Proprietary Information or any other record in computer readable or, at the option of the RECIPIENT PARTY, the RECIPIENT PARTY shall confirm that such Proprietary Information has been destroyed except for any copies that may be kept due to any regulations or procedures that the RECIPIENT PARTY is bound to adhere to.
6. The DISCLOSING PARTY shall keep confidential (subject to corresponding exceptions to those set out in paragraph 3 above) information about the RECIPIENT PARTY, its business and intentions (including the fact that discussions or negotiations are taking place concerning an Investment Product).
7. The confidentiality obligations in this Confidentiality Agreement shall expire with respect to particular Proprietary Information twelve months after that information was first made available to the RECIPIENT PARTY pursuant to this Agreement.
8. It is acknowledged and agreed that any breach of the undertakings contained in this Confidentiality Agreement by either party hereto could cause the other party to this Confidentiality Agreement injury. Nothing contained herein shall be construed as prohibiting either party hereto from pursuing any other remedies available to it, either at law or in equity, for such breach or threatened breach including specific performance and recovery of monetary damages.
9. This Confidentiality Agreement is governed by the laws of England and Wales.

Executed by the parties hereto as of the date set out above

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

**Alternative Asset Management Limited (“A<sup>2</sup>ML”)**

By: \_\_\_\_\_  
Name: Nicholas J. Edwards  
Title: CEO