

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is made and effective the _____ by and between **Recovery Partners Investments Limited** ("The Disclosers of Intellectual Property") _____ having its offices in the United States and all of his affiliates, subsidiaries, branch offices, and associated parties or persons, ("The Recipient").

1. Confidential Information.

The Disclosers of Intellectual Property proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to the Recipient. This information shall be concerned with the establishment of a fund to invest in non-performing, distressed and/or "non-core" financial assets. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information, analysis of regulatory and other market forces that will act to reinforce the need for financial intermediaries to restructure their balance sheets and other information disclosed or submitted, orally, in writing, or by any other media, to the Recipient by the Disclosers of Intellectual Property. Confidential Information disclosed orally shall be identified as such within five (5) days of disclosure. Nothing herein shall require the Disclosers of Intellectual Property to disclose any of its information.

"Confidential Information" does not include information which: (a) is or becomes publicly known or readily ascertainable by the public through no wrongful act of the Recipient; (b) is independently developed by or for the Recipient with no reference to the Confidential Information; (c) the Recipient receives from a third party, if the Recipient does not know of any restrictions on the disclosure of that information; or (d) the Discloser discloses to a third party without similar restrictions on disclosure.

2. The Recipient's Obligations.

A. The Recipient agrees that the Confidential Information is to be considered confidential and proprietary to the Disclosers of Intellectual Property and the Recipient shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with the Disclosers of Intellectual Property, and shall disclose it only to its officers, directors, or employees with a specific need to know. The Recipient will not disclose, publish, reveal or otherwise use any of the Confidential Information received from the Disclosers of Intellectual Property to any other party whatsoever except with the specific prior written authorization of the Disclosers of Intellectual Property.

B. Confidential Information furnished in tangible form shall not be duplicated by the Recipient except for purposes of this Agreement. Upon the request of the Disclosers of Intellectual Property, the Recipient shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within ten (10) days of such request. At the Recipient's option, any documents or other media developed by the Recipient containing Confidential Information may be destroyed by the Recipient. The Recipient shall provide a written certificate to the Disclosers of Intellectual Property regarding destruction within ten (10) days thereafter.

3. Term.

The obligations of the Recipient herein shall be effective three years from the date the Disclosers of Intellectual Property last discloses any Confidential Information to the Recipient pursuant to this Agreement.

4. No License.

Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. Confidential Information may pertain to prospective or unannounced products and/or services. The Recipient agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product and/or service.

5. Governing Law and Equitable Relief.

This Agreement shall be governed and construed in accordance with the laws of New York and the Recipient consents to the exclusive jurisdiction of the Courts located there for any dispute arising out of this Agreement. The Recipient agrees that in the event of any breach or threatened breach by the Recipient, the Disclosers of Intellectual Property may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect the Disclosers of Intellectual Property against any such breach or threatened breach.

6. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

7. Notices.

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by

certified mail, postage prepaid, or recognized overnight delivery services.

If to the Disclosers of Intellectual Property:

**Suite 2500
120 Adelaide Street West
Toronto, Ontario M5H 1T1**

If to the Recipient:

8. No Implied Waiver.

Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

9. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

For the Disclosers of the Intellectual Property, in his Hand:

Alex Jurshevski
Managing Director

For the Recipient, in his Hand:

Name _____

Title _____