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CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") by and between Agent, ("Agent") and _____
("Recipient").

It is understood and agreed that Agent has and will, pursuant to the Agency Lending Disclosure Initiative in electronic format, provide Recipient with certain confidential and proprietary information and materials concerning the principal lenders in transactions entered into under the terms of the Master Securities Lending Agreement dated *[date]*, as amended (the "Loan Agreement"). That information, as well as all reports, analyses, compilations, studies, interpretations, forecasts, notes and other materials prepared by Recipient or its Representatives containing, reflecting or based upon, any such information shall be referred to as "Confidential Information". Recipient intends to use that information solely for the purpose of (i) determining whether the lenders are eligible counterparties for purposes of securities lending transactions, and whether the lenders are creditworthy, (ii) monitoring the credit exposure level to each lender, and (iii) calculating regulatory capital exposure to each lender and compliance (including without limitation compliance with rules relating to financial responsibility, books and records, net capital, and internal and supervisory controls) and (iv) determining whether the lenders are otherwise acceptable to the Recipient, (the "Permitted Purposes"); and that Agent seeks to keep all such information and material confidential.

For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Agent and Recipient agree to be bound by this Agreement as follows:

1. Recipient hereby agrees to treat confidentially and not to disclose the Confidential Information. Notwithstanding anything in this Agreement to the contrary, Agent agrees that Recipient may disclose information on a "need to know basis" in connection with a Permitted Purpose(s) to its directors, officers, employees, professional advisors (including without limitation attorneys and accountants), agents and representatives and those of its affiliates (collectively, "Representatives"), and further that Recipient may disclose Confidential Information without liability (a) as required by law or regulation, (b) pursuant to court order, subpoena or other legal process, or (c) as requested by any governmental agency, regulatory body or self-regulatory organization. Recipient shall be liable for any breach of this Agreement by any of its Representatives;
2. The term "Confidential Information" does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Recipient or its representatives in breach of this Agreement, (b) was available to the Recipient on a non-confidential basis prior to its disclosure in accord with this Agreement, (c) is or has been independently developed or acquired by the Recipient or its representatives without violation of this Agreement, (d) becomes available on a non-confidential basis from a third-party source other than a Representative, provided that such third-party source is not, to Recipient's knowledge, bound by a confidentiality agreement with Agent, or (e) is explicitly approved for release by written authorization from Agent.
3. This nondisclosure obligation continues both during the term of the Loan Agreement between the parties referenced above and thereafter. Recipient shall promptly deliver to Agent, upon Agent's written request, all written Confidential Information still in Recipient's possession, except that (i) Recipient shall destroy (and not return) any internal notes, extracts or memoranda containing any Confidential Information and (ii) Recipient may retain such copies as it is required to retain pursuant to applicable record retention regulations and/or policies.
4. It is understood and agreed that money damages would not be a sufficient remedy for any breach of this Agreement and that the non-breaching party shall be entitled to specific performance as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the non-breaching party.
5. This Agreement shall be governed by, and construed, interpreted and enforced in accordance with, the laws of the State of New York without regard to its conflicts of laws principles. The parties expressly waive trial by jury.
6. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between them with respect to the confidential treatment of the Confidential Information, and is to become effective and binding on Agent and Recipient on the day it has been executed by both parties.

[name of borrower]

Agent

Date

Date

NON-DISCLOSURE AGREEMENT

This Agreement (“Agreement”) dated as of _____, is between _____ (“Borrower”) and _____ (“Lending Agent”), acting in its capacity as agent for its various securities lending clients (each a “Principal”).

WHEREAS, Borrower and Lending Agent are parties to a securities lending agreement dated _____ (which, as the same may be amended from time to time, is herein referred to as “Borrowing Agreement”) pursuant to which Lending Agent loans securities to Borrower on behalf of Principals;

WHEREAS, the Borrower is required to obtain certain information (specified below) in order to meet certain regulatory requirements with respect to its credit and risk management processes regarding its continuing business relationship with Principals, and for certain financial reporting calculations; and

WHEREAS, in order for Lending Agent to provide such information, Lending Agent requires, and Borrower is willing to provide assurances that such information will be held in confidence by the credit, risk management and financial reporting areas of the firm, and to use the information only as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

1. In connection with any transaction entered or contemplated to be entered pursuant to the Borrowing Agreement, Lending Agent shall provide to the Borrower information regarding each Principal, including the Name, Tax or Government ID, address, and other specific identifying information, financial information, corporate structure and organization, and/or information concerning Loans entered into on behalf of specific Principals (collectively, the “Information”).
2. Borrower shall use the Information solely in its credit, risk management and net capital processes, including, without limitation, functions such as concentration limit monitoring, compliance or legal review, or senior management oversight as Borrower may reasonably deem necessary to comply with regulatory requirements including, without limitation, regulatory capital computation, regulatory reporting and concentration limit monitoring.
3. Borrower shall limit the distribution of the Information within the firm to only those credit, risk management, regulatory reporting and compliance areas who perform the functions described above. In particular, Borrower shall not permit the trading desks within the firm to have access to the Information, except and only to the extent that such trading desks are involved in the ordinary course of business in risk management functions. Borrower may also disclose the Information to its legal counsel.
4. Borrower shall maintain the Information in confidence and shall not disclose the information to any third party without the consent of Lending Agent; provided, however, that Borrower may disclose the Information to the extent required by

subpoena, court order, request from a regulatory body with jurisdiction over Borrower, or as otherwise required by law or regulation. Borrower shall not be required to keep the Information confidential to the extent that the Information (a) becomes publicly known through means other than a breach of this Agreement by Borrower; (b) was in the possession of Borrower prior to receipt thereof from the Lending Agent; or (c) is independently learned, obtained or developed by Borrower without violating the terms of this Agreement.

5. If Borrower (or its employees or agents) breaches or threatens to breach this Agreement, Lending Agent may, in addition to any other remedies available, seek any equitable remedy it deems appropriate to enjoin an actual or threatened violation by Borrower.
6. Borrower acknowledges that, except with respect to information regarding loans entered into on behalf of specific Principals, Lending Agent did not create or compile the Information and is merely forwarding information obtained from Principals. Accordingly, Borrower acknowledges that Lending Agent makes no representations or warranties regarding the accuracy or completeness of the Information and that Borrower is not relying on Lending Agent to have performed any review of the Information for accuracy or completeness.
7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law principles. Borrower and Lending Agent hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement may not be amended except by a writing signed by both parties hereto.
8. This Agreement shall be effective as of the date set forth above. The obligations hereunder shall expire upon the earlier to occur of (a) ___ years from the termination date of the last loan of securities outstanding under the Borrowing Agreement or (b) the date upon which the Information ceases to be confidential as set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

[BORROWER]

[LENDING AGENT]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

CONFIDENTIALITY AGREEMENT

This Agreement ("Agreement") dated as of _____ 2005, is between _____, ("Counterparty") and _____ ("Agent"), acting in its capacity as agent for its various securities lending clients (each a "Principal"). (Capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Borrowing Agreement (defined below).)

WHEREAS, Counterparty, as securities borrower, and Agent acting for Principals are parties to a certain master securities lending agreement (which, as the same may be amended from time to time, is herein referred to as "Borrowing Agreement") in connection with which Agent may disclose to Counterparty the "Confidential Information" (as defined below) concerning the identities of the Principals in connection with the "Permitted Purposes" (as defined below) or as otherwise may be permitted hereunder;

WHEREAS, the Counterparty is required to obtain certain Confidential Information in order to meet certain regulatory requirements with respect to its evaluation of and continuing business relationship with Principals; and

WHEREAS, the Confidential Information is confidential and Agent requires as a condition of disclosure that Counterparty enter into this Agreement providing for confidential treatment of the Confidential Information and performance of Counterparty's obligations hereunder.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties hereby agree as follows:

1. Definition of Confidential Information.

1.1 The term "Confidential Information" shall mean any and all information concerning (a) a Principal delivered by Agent to Counterparty in furtherance of or in relation to the transactions contemplated by the Borrowing Agreement, including, but not limited to, information concerning the identity, structure or financial characteristics of any Principal, and/or (b) information concerning Loans entered into on behalf of specific Principals. Confidential Information shall also include any and all documents containing such information.

1.2 Notwithstanding the foregoing, Confidential Information shall not include any information that is: (a) or becomes, publicly known through means other than a breach of this Agreement by Counterparty; (b) in the possession of Counterparty prior to receipt thereof from Agent; or (c) independently learned, obtained or developed by Counterparty without violating the terms of this Agreement.

1.3 Counterparty acknowledges and agrees that Agent makes no representation or warranty whatsoever as to the accuracy or adequacy of Confidential Information and that Agent shall not be held responsible if any such Confidential Information

shall prove to be inaccurate or misleading in any respect absent Agent's gross negligence or intentional misconduct.

2. Confidentiality.

2.1 Counterparty agrees:

- (a) that using the same level of care and discretion as it uses with its own similar information that it does not wish to disclose, publish or disseminate, it shall keep in strict confidence all Confidential Information and not disclose or use for any purpose or allow the disclosure or use of any Confidential Information except in accordance with the terms of this Agreement for the Permitted Purposes or as otherwise may be permitted hereunder;
- (b) to employ reasonable measures to protect Confidential Information from unauthorized or inadvertent disclosure, including measures no less protective than those measures that Counterparty employs to protect its own information of a like nature;
- (c) not to publish, disclose or allow disclosure to others (including, without limitation Counterparty's affiliates, parent, subsidiary or non-employee consultants) any Confidential Information, in whole or in part, except in accordance with the terms of this Agreement for the Permitted Purposes or as otherwise may be permitted hereunder; provided, however, Counterparty may disclose Confidential Information to any affiliated or parent company who regularly performs the functions set forth in Section 2.1(d) below for Counterparty, provided such affiliate or parent first executes a written agreement with Agent substantially similar in content and form to this Agreement;
- (d) Confidential Information shall be used by Counterparty solely for the purpose of permitting Counterparty to perform credit evaluations, risk management, including, but not limited to, concentration limit monitoring, compliance or legal review, or senior management oversight as Counterparty may reasonably deem necessary to comply with regulatory requirements including, but not limited to, regulatory capital computation, regulatory reporting and concentration limit monitoring (with the foregoing being collectively the "Permitted Purposes");
- (e) that, notwithstanding anything herein to the contrary, in no event shall Confidential Information be disclosed to trading and sales personnel, except to the extent that Confidential Information was provided by Agent to trading personnel (or excluding any information concerning Loans that does not specifically identify Principals);
- (f) that, prior to the first disclosure of Confidential Information, all relevant personnel of Counterparty shall have been instructed as to the

confidential nature of such information and are either subject to a corporate nondisclosure policy established by Counterparty or have executed a nondisclosure agreement reasonably designed to maintain Agent's proprietary rights and to ensure the confidentiality and non use of Confidential Information other than as set forth in this Agreement;

- (g) not to contact any Principal in connection with the transactions described in Section 1.1 hereof and to make any requests for additional information regarding such Principal to Agent as Agent for Principal;
- (h) Counterparty's failure to adhere to the terms of this Agreement shall constitute a Default by Borrower under the Borrowing Agreement upon Counterparty receiving notice of such Default from Agent;
- (i) that in the event Counterparty or its employees or agents breaches this Agreement, Agent may seek any equitable remedy it deems appropriate to enjoin an actual or threatened violation by Counterparty of this Agreement including, but not limited to, the right of temporary and permanent injunctive or other equitable relief from a court of competent jurisdiction without the necessity of proving actual damages, in addition to, and independent of, any damages which Agent shall have incurred as a consequence of the breach; and
- (j) that, except as otherwise provided in any other agreement between the parties hereto, upon request by Agent at any time Counterparty shall promptly deliver all Confidential Information in tangible form then in its possession or under its control, and expunge from its systems and records to the extent reasonably practicable all Confidential Information in any other form. To the extent that Counterparty is required by applicable law or by its recordkeeping policies to retain any confidential Information or documents based on or including Confidential Information, Counterparty shall be permitted to keep and maintain such Confidential Information, documents and any related information pursuant to its customary record retention policies, but such documents and information shall be kept subject to the terms of this Agreement.

2.2 If Counterparty is legally required (by subpoena or other legal or judicial process) to disclose any Confidential Information Counterparty shall, prior to making any such disclosure, provide Agent with prompt notice of any such request or obligation, so that Agent may seek an appropriate protective order and/or waive Counterparty's compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, Counterparty is, in the reasonable opinion of Counterparty's counsel (which opinion need not be written), compelled to disclose Confidential Information under pain of liability for contempt or other censure or penalty, Counterparty may disclose such information without liability hereunder. Notwithstanding anything herein to the contrary, Counterparty shall be permitted to disclose Confidential Information or any portion thereof (or any other information the disclosure of which is

restricted by this Agreement) to such legal or regulatory entity upon the request of any government or regulatory body having authority to regulate or oversee any aspect of Counterparty's business or that of its affiliates, but Counterparty shall advise them of the confidential nature of such Information and request confidential treatment of such Information.

3. Indemnity.

- 3.1 Counterparty shall indemnify and hold harmless Agent, in its individual, corporate, fiduciary and agency capacities, and its officers, employees and agents, from any and all liability, loss, cost or expense (including attorneys' fees in a reasonable amount) that it or any of them may incur as a result of or arising from any breach by Counterparty of its obligations under this Agreement, which indemnification shall survive termination of this Agreement.

4. Assignment.

- 4.1 This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided, however,* that neither party shall assign this agreement or any other duty, obligation, interest or right hereunder without the prior written consent of the other party.

5. Governing Law; Jurisdiction.

- 5.1 This Agreement shall be governed by the laws of _____, without regard to its conflict of laws principles, provided that the foregoing shall not reduce any statutory right to choose _____ law or forum.
- 5.2 Agent and Counterparty hereby submit to the non-exclusive jurisdiction of any federal or state court in _____ for purposes of all legal proceedings arising out of or relating to this Agreement or the transactions contemplated hereby. Agent and Counterparty hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum. Agent and Counterparty hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

6. Expiration.

- 6.1 The obligations of Counterparty hereunder with respect to Confidential Information shall remain in effect until the earlier of (i) the date which is seven (7) years(s) after termination of the Borrowing Agreement, or (ii) the time when such Confidential Information ceases to be Confidential Information as defined herein.

7. Miscellaneous.

- 7.1 The Section headings used herein are for information only and shall not affect the interpretation of any provision of this Agreement.
- 7.2 In the event any of the terms or provisions of this Agreement shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision as comes closest to the intention underlying the unenforceable term or provision.
- 7.3 All notices under this Agreement shall be in writing and sent by mail or delivered in person by courier addressed as follows:
- If to Agent, to it at: _____, att: _____.
- If to Counterparty, to it at:
- Notices shall be effective upon receipt. The address indicated above for either party may be changed by prior notice to the other party.
- 7.4 This Agreement constitutes the entire agreement and understanding between the parties and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Notwithstanding the foregoing, to the extent not inconsistent with anything set forth herein, any provision in the Borrowing Agreement relating to the subject matter hereof shall also apply.
- 7.5 Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the parties hereto or in the case of a waiver, in a writing signed by the party granting the waiver.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

[Agent]

By: _____
Name: _____
Title: _____

[Counterparty]

By: _____
Name: _____
Title: _____