

*Proprietary and Confidential*

Information will not become publicly available as a result of such Limited Partner's rights to access or receive such Partnership Information.

- (b) Each Limited Partner acknowledges and agrees that the Partnership Information constitutes a valuable trade secret of the Partnership (or of the Underlying Fund to the extent such Partnership Information relates to the Underlying Fund) and agrees to maintain any Partnership Information provided to it in the strictest confidence and not to disclose the Partnership Information to any person other than to its officers, fiduciaries, employees, agents, consultants, auditors, counsel or other professional advisors, who have a business need to know such Partnership Information, who have been informed of the confidential nature of such Partnership Information, and who are, either by the nature of their positions or duties or pursuant to written agreement, subject to substantially equivalent restrictions with respect to the use and disclosure of the Partnership Information as are set forth in this Agreement. Notwithstanding the foregoing, each Limited Partner and each Limited Partner's employees, representatives and other agents, may disclose to their professional advisors (including, without limitation, their attorneys and accountants) or to the U.S. Internal Revenue Service or other U.S. taxing authority, without limitation of any kind, the U.S. federal and state income and franchise tax treatment and U.S. federal and state income and franchise tax structure of the transactions contemplated hereby and all materials of any kind (including opinions or other tax analyses) that are provided to such Limited Partner relating to such tax treatment or tax structure insofar as such treatment and/or structure relates to a U.S. federal or state income or franchise tax strategy provided to such Limited Partner, *provided, however*, that no Limited Partner (and no employee, representative or other agent thereof) shall disclose any other information that is not relevant to understanding the tax treatment or tax structure of such transaction (including the identity of the party and any information that could lead another to determine the identity of any party) or any other information to the extent that such disclosure could reasonably result in violation of any U.S. federal or state securities law. With respect to any Limited Partner, the obligation to maintain the Partnership Information in confidence shall not apply to any Partnership Information (i) that becomes publicly available (other than by reason of a disclosure by a Limited Partner), (ii) the disclosure of which has been consented to by the General Partner in writing or (iii) the disclosure of which is required by a court of competent jurisdiction or other governmental authority or otherwise as required by law. Before any Limited Partner discloses Partnership Information pursuant to clause (iii), such Limited Partner shall promptly, and in any event prior to making any such disclosure, notify the General Partner of the court order, subpoena, interrogatories, government order or other reason that requires disclosure of the Partnership Information so that the General Partner may seek a protective order or other remedy to protect the confidentiality of the Partnership Information or waive compliance with this Agreement. Such Limited Partner shall also consult with the General Partner on the advisability of taking steps to eliminate or narrow the requirement to disclose the Partnership Information and shall otherwise cooperate with the efforts of the General Partner to obtain a protective order or other remedy to protect the Partnership Information. If a protective order or other remedy cannot be obtained, such Limited Partner shall disclose only that Partnership Information that its counsel advises in writing (which writing shall also be addressed and delivered to the Partnership) that it is legally required to disclose.
- (c) Each Limited Partner shall promptly notify the General Partner if it becomes aware of any reason, whether under law, regulation, policy or otherwise, that it will, or might become compelled to, use the Partnership Information other than as contemplated by