

- [INVESTOR] will use the Confidential Information only for the purposes of the Transaction and, without prejudice to the foregoing, will not use the Confidential Information in any way which is directly or indirectly detrimental to or competitive with the Transaction Parties.
- [INVESTOR] will store and maintain the Confidential Information to a standard which is at least the equivalent of the standard you apply to your own confidential information.
- [INVESTOR] will only copy the Confidential Information as may be necessary for the purpose of the Transaction.
- ~~[INVESTOR] will promptly and fully indemnify and keep indemnified AMP and its constituent members, officers, directors, employees, advisors and principals (together, the "Indemnified Parties") against all claims, proceedings, actions, losses, costs, expenses and actual damages resulting from any material breach of these terms by [INVESTOR]. [INVESTOR] also acknowledges that damages may not be an adequate remedy for any breach, and that the indemnity given to AMP and the other Indemnified Parties is in addition to any other remedy which they may seek, including (without limitation) specific performance and injunctive and other equitable relief. [INVESTOR] covenants and agrees not to contest the application by AMP and the other Indemnified Parties for any such equitable relief.~~ *je*
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AMP shall be entitled to

These terms do not apply to information which [INVESTOR] is required to disclose by law or by any court order requiring disclosure. [INVESTOR] will give AMP written notice of any such requirement to disclose any Confidential Information prior to disclosing the same, so that AMP may seek a protective order or other appropriate remedy and, in the event that such protective order or other remedy is not obtained, [INVESTOR] will furnish only that portion of the Confidential Information which is required by such law or court order and attempt to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

[INVESTOR] may not assign this letter or any of its rights hereunder, whether in whole or in part, without the express prior written consent of AMP. This letter will inure to the benefit of AMP and its constituent members and their respective successors and assigns, and will be binding upon [INVESTOR] and its successors and permitted assigns.

The terms of this letter are governed by the laws of the State of California and [INVESTOR] and AMP irrevocably submit to the ~~exclusive~~ jurisdiction of the courts of California. *je*

This letter may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same letter. Facsimile signatures hereon shall be treated as original signatures.

This letter shall terminate one (1) year from the date of this agreement.