

Investment Manager (if such party is a Limited Partner) or to all the Limited Partners (if such party is the General Partner or the Investment Manager) in accordance with this Section 16.01. Each such notice, request or other communication shall be effective (i) if given by facsimile or electronic mail, at the time such facsimile or electronic mail is transmitted (or, if such time is not during a Business Day in the recipient's locale, at the beginning of the next such Business Day), (ii) if given by means of a posting on a password-protected website maintained by the Partnership or its Affiliates, on the day such notice, request or other communication has been posted on such password-protected website and confirmation of such posting and access instructions have been sent to the Limited Partner by electronic mail, (iii) if given by mail, three Business Days (or, if to an address outside the United States, seven (7) calendar days) after such communication is deposited in the mails with first class postage prepaid, addressed as aforesaid, or (iv) if given by any other means, when delivered at the address specified pursuant to this Section 16.01.

Section 16.02. Confidentiality. (a) Each Limited Partner agrees that such Limited Partner shall keep confidential, and shall not disclose to any third Person or use for its own benefit, without the consent of the General Partner, any information with respect to the Partnership or the Master Fund that is disclosed to such Limited Partner by or on behalf of the Partnership, the General Partner, the Investment Manager or any of its Affiliates; *provided*, that a Limited Partner may disclose any such information (i) as has become generally available to the public, (ii) as may be required in response to any summons or subpoena or in connection with any litigation, (iii) to the extent necessary in order to comply with any law, order, regulation or ruling applicable to such Limited Partner, and (iv) to its employees and professional advisers who need to know such information and agree to keep it confidential. Notwithstanding the foregoing, each Limited Partner and each Limited Partner's employees, representatives and other agents, may disclose to their 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.

Section 16.03. Limited Partner Information. Subject to any restrictions imposed by law, the applicable Subscription Agreement, each Limited Partner agrees to furnish to the General Partner and the Investment Manager (or its delegates), promptly upon request, any information concerning such Limited Partner and such Limited Partner's Affiliates as the General Partner or the Investment Manager reasonably believes necessary to provide the Master Fund or in order to comply with filing requirements arising under applicable laws, rules and regulations or the anti-money laundering laws and regulations of any applicable jurisdiction, or to respond to requests for information concerning the identity of Limited Partners from any governmental authority, self-regulatory organization or financial institution in connection with its anti-money laundering compliance procedures or to provide banks or other financial institutions with financial information or other documentation reasonably required to obtain credit facilities or borrowings as described in Section 3.02, or in each case above to update such information. Each Limited Partner acknowledges that each of the General Partner, the