

13.8 Non-Waiver. No provision of this Agreement shall be deemed to have been waived unless such waiver is given in writing, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favour such waiver was given.

13.9 Applicable Law and Submission to Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of England and Wales applicable to agreements made and to be performed wholly within that jurisdiction, except that the concept of “gross negligence” shall be understood and interpreted in accordance with the laws of the State of Delaware in the United States of America. Unless the General Partner or the Manager otherwise agree in writing, any legal action or proceeding with respect to this Agreement (including non-contractual disputes or claims) may be brought in the courts of England and Wales, and, by execution and delivery of this Agreement, each Partner hereby irrevocably accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. Unless the General Partner or the Manager otherwise agrees in writing, each Partner hereby further irrevocably waives any claim that any such courts lack personal jurisdiction over it, and agrees not to plead or claim, in any legal action proceeding with respect to this Agreement in any of the aforementioned courts, that such courts lack personal jurisdiction over it.

13.10 Confidentiality.

(a) General. Each Limited Partner shall keep, and shall cause the member of the Advisory Committee that was nominated by such Limited Partner to keep, confidential and shall not disclose without the prior written consent of the General Partner any information with respect to the Fund, any Related Investment Fund, any Portfolio Investment, proposed Portfolio Investment or any Affiliate of any Portfolio Investment or proposed Portfolio Investment, *provided* that a Limited Partner may disclose any such information (i) as has become generally available to the public other than as a result of the breach of this Section 13.10 by such Limited Partner or any agent or Affiliate of such Limited Partner, (ii) as may be required to be included in any report, statement or testimony required to be submitted to any municipal, state or national regulatory body having jurisdiction over such Limited Partner, (iii) as may be required in response to any summons or subpoena or in connection with any litigation, (iv) to the extent necessary to comply with any law, order, regulation or ruling applicable to such Limited Partner, (v) to its employees, directors and professional advisors (including such Limited Partner’s auditors and counsel and, for an ERISA Partner, to such Persons as are necessary for the proper administration of the relevant ERISA plan or are entitled to receive such information under section 101(k) of ERISA), *provided* that such Persons are advised of the confidentiality obligations contained herein and, in the case of a disclosure pursuant to section 101(k) of ERISA, such information is not proprietary information, as