

**Montaque Capital Partners Ltd
(In Voluntary Liquidation)
("the Company")**

Confidentiality Agreement

PRIVILEGED AND CONFIDENTIAL

This Confidentiality Agreement (this "Agreement") entered into as of the ____ day of _____ 2012, by and among the undersigned parties ("the Parties" or individually "the Party") is a confidentiality agreement made in connection with the liquidation proceedings of the Company

1. **WHEREAS**, Kenneth Kryś and Edmund Rahming were appointed as Joint Voluntary Liquidators ("the JVLs") by resolution of the shareholders of the Company dated 30 September 2011 and in accordance with Section 225 of the Companies Act 1992.

2. **WHEREAS**, it is the intention of the JVLs to make available a recording of the JVLs **conference call with Creditors and Customers dated 4 July 2012** and in this regard will be providing any creditor or customer (being a person who is considered by the JVLs in their absolute discretion to be a creditor or customer of the Company) ("the Receiving Party") with a copy of the recording.

3. **WHEREAS**, the JVLs consider it to be essential that any such aforementioned disclosure ("the Confidential Information") is made on the strict understanding that it is confidential and that no privilege is waived.

4. **WHEREAS**, accordingly, it is the purpose of this Agreement to make clear and ensure that any exchange and/or disclosure of the Confidential Information contemplated herein, including, without limitation, such Confidential Information which was exchanged and/or disclosed before the execution of the Agreement, does not diminish in any way the confidentiality of the Confidential Information, does not constitute a waiver of any privilege or immunity otherwise available, shall remain confidential and shall continue to be protected from disclosure to any third-party by applicable privileges and immunities, except as explicitly set forth herein;

NOW, THEREFORE, in order to accomplish the goals set forth above and in order to memorialize their mutual understanding, the Parties agree as follows:

1. Each Party agrees that the disclosure of Confidential Information is not intended to waive, restrict or limit any attorney-client privilege, work-product doctrine, common-interest privilege, or any other applicable confidentiality, privilege or immunity pertaining to such Confidential Information.

1.2.1 Except as set forth in paragraph 2 below, each Receiving Party agrees to hold all Confidential Information in the strictest of confidence and not to disclose any Confidential Information or the contents thereof to anyone not a Party to this Agreement without first obtaining the written consent of the JVLs.

1.2.2 The Parties agree that the disclosure of Confidential Information, except as provided for in Paragraph 2 below, will cause irreparable harm to all Parties, and further have agreed that the Parties hereto shall be entitled to have this Agreement specifically performed by the issuance of a preliminary and permanent injunction banning such disclosure.

1.3 Any disclosure of Confidential Information that is made by a Receiving Party contrary to the terms of this Agreement, whether inadvertent or otherwise, is not intended to constitute a waiver of any immunity or privilege.

1.4 Notwithstanding anything herein to the contrary, a Receiving Party shall be permitted to disclose Confidential Information to the extent required by law or regulation or requested by any governmental agency or other regulatory authority (including any self-regulatory organization having or claiming to have jurisdiction) or in connection with any legal proceedings subject to the procedures and limitations for discovery contained in Paragraph 2 below and the requirement that, upon receipt of a subpoena, a request for documents from the Securities Commission of the Bahamas or other request seeking to compel production of Confidential Information, the Receiving Party shall object to the production and shall give immediate notice to the JVLs to allow them to intervene to prevent disclosure should they elect to do so, unless giving such notice is prohibited by law.

1.5 It is further agreed and accepted by the parties that the JVLs may, if they consider it necessary, in relation to certain confidential information first make an application to the Supreme Court of the Bahamas.

2. The Parties agree that the Confidential Information received by a Receiving Party may not be shown, made available, or communicated in any way to anyone other than (a) such Party's employees, officers, or directors; (b) counsel to each of the Parties retained in connection with the liquidation of the Company.

3. If any person or entity by any discovery process or otherwise, requests or demands from any Receiving Party any Confidential Information, the Receiving Party shall, unless prohibited by law: (i) promptly notify the JVLs; (ii) inform the person or entity seeking the Confidential Information that such materials are subject to a confidentiality agreement and may not be disclosed without the written consent of the JVLs, unless ordered by a court of competent jurisdiction; and (iii) take all steps reasonably necessary or appropriate to permit the assertion by the JVLs of all applicable rights and privileges with regard to the Confidential Information. Each Receiving Party will reasonably cooperate with the JVLs to prevent the disclosure of the Confidential Information.

4. Confidential Information is to be used by each Receiving Party solely in connection with liquidation of the Company subject to the confidentiality obligations set forth herein and may not be used by any Receiving Party for any other purpose.

5. Each Party acknowledges and agrees that the JVLs are not making any representation or warranty, express or implied, as to the accuracy or completeness of any Confidential Information, and the JVLs, their employees, counsel, consultants, or advisors shall not have any liability to the other Parties or to any other person resulting from a Receiving Party's or person's use of Confidential Information, other than using the Confidential Information in a manner that violates this Agreement.

6. This Agreement shall be binding upon and inure to the benefit of the successors and assignees of the Parties hereto.

7. Modifications of this Agreement may be made only if such modifications are in writing and signed by each of the Parties hereto.

8. Each Party represents that (i) it has authority to enter into this Agreement, (ii) all employees, agents, attorneys, and representatives of such Party (collectively, the "Representatives") will be bound by the terms of this Agreement and (iii) it shall not provide any Representatives with access to any Confidential Information until such Representatives have read, and agreed to be bound by, the terms of this Agreement.

9. This Agreement shall terminate upon the final conclusion of the liquidation of the Company.

10. The execution of counterparts of this Agreement shall have the same effect as if each Party had signed the same instrument. This Agreement may be executed by facsimile signature with the same force and effect as an original signature.

11. This Agreement shall be governed by, construed, and enforced under and in accordance with the internal laws of the Bahamas. The Parties agree to submit any dispute relating to this Agreement to the exclusive jurisdiction of the Supreme Court of the Bahamas.

12. In the event that any provision(s) of this Agreement shall be held by any court of competent jurisdiction to be illegal, void, or unenforceable as written, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible, and any provision found illegal, void or unenforceable shall be given such effect so as to bring the otherwise unenforceable provision into compliance with applicable law and shall thereafter be enforceable to the fullest extent reasonably possible within the meaning, spirit, and interest of the original provision.

13. This Agreement constitutes the entire agreement between the Parties relating to the transactions and communications contemplated by this Agreement, notwithstanding any previous negotiations or agreements, oral or written, among the Parties with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

WHEREAS, this Agreement is made and entered as of the date first above written.

Acknowledged and agreed to:

JOINT VOLUNTARY LIQUIDATORS (JVLs)

By: _____
Kenneth M. Krys
Edmund Rahming

RECEIVING PARTY

By: _____
[Print Name]