

CLLAS NON-DISCLOSURE AGREEMENT

Protection of Confidential Information

The Underwriter acknowledges and agrees that the information provided to it by CLLAS, including CLLAS' renewal Submission, constitutes Confidential Information and the Underwriter further agrees that, both during and after the review of the Confidential Information:

1. it will keep in confidence all Confidential Information and will not directly or indirectly disclose any Confidential Information to any person other than its employees as well as its affiliates, consultants, advisers and current or prospective retrocessionaires who must review the Confidential Information for the purpose of evaluating the Submission (the "Users");
2. it will cause all the Users to (a) be informed of the confidential nature of all Confidential Information received from CLLAS, and (b) treat all Confidential Information received from CLLAS in the strictest of confidence;
3. it will not, directly or indirectly, use any Confidential Information for its own benefit or for the benefit of any person or business whatsoever except to use such Confidential Information for the sole purpose of evaluating the Submission; and
4. it will not, directly or indirectly, use or copy any Confidential Information for any reason, except for the sole purpose of evaluating the Submission except with the express prior written consent of CLLAS.

In the event the Users are required by law or regulatory obligation to disclose any of the Confidential Information, the Users will, unless prohibited by law, provide CLLAS with prompt notice so that CLLAS may seek a protective order or other remedy, at its sole expense. If CLLAS does not seek or is not able to obtain a protective order or other remedy, the Users will disclose only that portion of the Confidential Information which is required to disclose by law or regulation.

The Underwriter further agrees:

5. that the absence of any notice indicating confidentiality on any material will not imply that it is not Confidential Information;
6. that it will not, directly or indirectly, make use of any Confidential Information for the purpose of soliciting business from any member of CLLAS; and
7. that if it becomes aware of a potential or actual improper disclosure of Confidential Information, it will immediately inform CLLAS.

The Underwriter confirms that it will attempt in good faith to comply with any reasonable procedures that CLLAS may adopt or require from time to time to preserve the confidentiality of CLLAS' Confidential Information.