



KPMG Inc.  
Bay Adelaide Centre  
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Toronto ON M5H 2S5  
Canada

Telephone (416) 777-8500  
Fax (416) 777-3364  
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August 18, 2011

Dear Sirs:

**Re: New Life Capital Corp. et al (“New Life”)**

**Confidentiality Agreement and Acknowledgement**

KPMG Inc. was appointed receiver and manager (the “**Receiver**”) of the assets, undertakings and properties of New Life pursuant to Orders of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated December 17, 2008 and March 18, 2009.

Pursuant to an Order of the Court dated September 8, 2009, the Receiver has been authorized to solicit offers to purchase all of New Life’s right, title and interest in and to New Life’s portfolio of life insurance policies or life settlements (the “**Portfolio**” or “**Policies**”).

As a condition of the Receiver furnishing confidential information to you, including granting you access to an electronic data room (the “**Data Room**”) containing specific information with respect to each of the Policies, you agree as follows:

1. “**Confidential Information**” in this agreement means:
  - (a) all information and other material supplied to you or acquired by you during the course of your review which is marked “Confidential”, is stated to be confidential, or is by its nature intended to be confidential, including without limitation all contents of the Data Room;
  - (b) all information and other material relating to the Portfolio; and
  - (c) all information and other material relating to New Life’s business transactions and financial information.

For greater certainty, “**Confidential Information**” shall not include information which is generally known to the public or is in the public domain other than as a result of acts done by you.

2. You recognize and acknowledge the competitive value and confidential nature of all Confidential Information. Accordingly, you agree that you will maintain the confidentiality of the Confidential Information.



3. You (and your agents, affiliates, representatives, professional advisors, directors, officers and employees) will not disclose, reproduce or release any of the Confidential Information now or hereafter received or obtained by you to any third party and will not use any portion thereof for any purpose whatsoever other than for the purposes of evaluating: (i) a possible purchase of some or all of the Portfolio; and/or, (ii) a possible loan to the Receiver secured by some or all of the Portfolio, without the Receiver's prior written consent in each specific instance.
4. Notwithstanding Section 3, the Confidential Information may be disclosed to your agents, affiliates, representatives, professional advisors, directors, officers and employees who need to know such information for the purpose of evaluating a possible purchase of some or all of the Portfolio, provided that such individuals agree to treat such Confidential Information confidentially in accordance with the terms hereof. You will maintain a list, available to the Receiver, of individuals to whom such information is disclosed.
5. The Confidential Information, and all copies thereof (including summaries, analyses and notes of the contents or parts thereof), whether delivered by the Receiver or copies thereof made by you, shall be given or returned to the Receiver upon its request. Return of such documents shall in no event relieve you of any obligation of confidentiality contained herein respecting such Confidential Information.
6. In the event that you do not purchase all or some of the Portfolio, neither you nor your agents, affiliates, representatives, professional advisors, directors, officers and employees shall use any of the Confidential Information now or hereafter received or obtained from the Receiver in furtherance of your business, or the business of anyone else, without the Receiver's prior written consent in each specific instance.
7. In the event that you or anyone to whom you transmit the Confidential Information pursuant to this agreement becomes legally compelled to disclose any of the Confidential Information, you will provide the Receiver with prompt notice so that the Receiver may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this agreement. In the event that either such protective order or other remedy is obtained or the Receiver waives compliance with the provisions of this agreement, you will furnish only that portion of the Confidential Information which is legally required and will exercise your best efforts to obtain a protective order or other reliable assurance that confidential treatment will be afforded to the Confidential Information.
8. You agree to indemnify and hold the Receiver harmless from any and all claims, losses or damages and expenses (including legal costs on a solicitor and its own client basis) which arise directly or indirectly from any breach of any of the obligations under this agreement by you, or by your agents, affiliates, representatives, professional advisors, directors, officers and employees.
9. You acknowledge that the Confidential Information provided to you by the Receiver has been prepared to assist interested parties in making their own evaluation of the Portfolio and does not purport to contain all of the information that a prospective purchaser or lender may require. You further acknowledge that you will conduct your own investigations and analysis of the Portfolio and of the information provided to you.
10. You acknowledge that the Data Room may include certain statements, estimates and forecasts with respect to the anticipated future performance of the Portfolio and that such statements, estimates and forecasts reflect various assumptions concerning anticipated results which may or may not prove to be correct. No representation is made as to the accuracy of such statements, estimates or forecasts.



11. You acknowledge that the Receiver has not independently verified any of the information, including forecasts, provided to you or to be provided to you. You further acknowledge that the Receiver and its respective affiliates, officers, directors, partners, employees, agents, consultants and representatives do not make any representation or warranty as to the accuracy or completeness of the Data Room or any other Confidential Information and shall have no liability for anything (expressed or implied) contained in, or for any omissions from the Data Room or for any other written or oral communications transmitted to prospective purchasers in the course of their evaluation of the Portfolio.
12. You acknowledge that any transaction that may be negotiated between you and the Receiver with respect to the Portfolio will be subject to various Terms and Conditions, and will be subject to approval by the Court.
13. This agreement shall be in full force and effective for a period commencing on the date hereof and expiring on the second anniversary of the date hereof.
14. Any notice required or permitted to be given under this agreement shall be given in writing and sent to:

KPMG Inc.  
Court Appointed Receiver and Manager of  
New Life Capital Corp.  
Bay Adelaide Centre  
333 Bay Street, Suite 4600  
Toronto, Ontario M5H 2S5

Attention: J. Bradley Butcher, Vice President  
Fax No.: 416.777.3364  
Email: [bbutcher@kpmg.ca](mailto:bbutcher@kpmg.ca)

**[Prospective Purchaser]**  
**[Address]**

Attention: ●  
Fax No.: ●  
Email: ●

and personally delivered or sent by facsimile or electronic transmission to such address. Any notice shall be deemed to have been received (i) on the date of delivery, if personally delivered; (ii) on the date of transmittal if transmitted during normal business hours of the recipient on a business day and on the business day following the transmittal thereof if not so transmitted, if sent by facsimile or electronic transmission.

15. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.



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16. You accept the Confidential Information furnished and to be furnished concerning the Portfolio, subject to the conditions set forth in this letter.

Yours very truly,

**KPMG INC.**  
**Court Appointed Receiver and Manager of**  
**New Life Capital Corp. et al**

Per: J. Bradley Butcher  
*Vice-President*

ACCEPTED AND ACKNOWLEDGED BY:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Officer's Signature

\_\_\_\_\_  
Officer's Printed Name

\_\_\_\_\_  
Title

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.