CONFIDENTIALITY AGREEMENT

PRIVATE & CONFIDENTIAL

This Confidentiality Agreement is entered into as of the _____ day of _____ , 2010

between Global Fund Exchange Ltd., affiliates, officers, and employees (collectively, the "Company"), and

_____, (the "Receiving Party").

WHEREAS, the Company is the owner of certain "Confidential Information" (defined below) that it wishes to maintain in confidence but that it is willing to disclose to the Receiving Party for the limited purpose set forth hereunder, subject to the terms of this Agreement; and

WHEREAS, the Receiving Party is interested in receiving the Company's Confidential Information for the limited purpose of reviewing proprietary information of the Company as part of the process of entering into an agreement with the Company and carrying out the terms of such agreement (the "Purpose"), and recognizes the importance of the Confidential Information to the Company and the importance of keeping such information in strictest confidence;

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, the disclosure of Confidential Information in reliance on this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company and the Receiving Party agree as follows:

1. The Receiving Party agrees not to use the Confidential Information for any purpose other than the Purpose, and for no other purpose unless the Company shall otherwise have agreed in writing. The Receiving Party agrees to maintain in confidence and not to (a) use, disclose, distribute or otherwise make available, any Confidential Information to any third party, or (b) take any action causing, or fail to take any action necessary in order to prevent, any of the Company's Confidential Information disclosed under this Agreement to lose its character or cease to qualify as the Company's Confidential Information. The Receiving Party agrees to limit disclosure of the Confidential Information only to the Receiving Party's employees or agents on a need-to-know basis for the Purpose described above. The Receiving Party agrees not to make any copies of or otherwise reproduce all or a portion of the Confidential Information for any reason other than the Purpose. The Receiving Party assigns and transfers to the Company any rights that the Receiving Party may have in information added to the Confidential Information by the Receiving Party or under the Receiving Party's direction without any further action on the Company's part and agrees that such information shall automatically become part of the Confidential Information. The Receiving Party recognizes that the Confidential Information represents valuable, special and unique assets of the Company, access to and knowledge of which are essential to the Company.

2. As used in this Agreement, "Confidential Information" shall mean all tangible and intangible information of the Company, including, but not limited to, due diligence questionnaires, all technical and non-technical data, economic information, designs, processes, procedures, supplier lists, computer software, research, findings, trade secrets, know-how, hedge funds, investment managers, investment holdings, manager names, allocations, asset allocation models, portfolios, database information and files, purchase and sales records, customer lists and other customer data, marketing information, business prospects, product development plans, market strategies, financial data and other information relating to the management, operations, business, products or services of the Company, whether developed by or for the Company or furnished or disclosed to the Company by others. "Confidential Information" also includes information that has been disclosed to the Company or its affiliates by a third party and that the Company or its affiliates are obligated to treat as confidential. The restrictions of this paragraph apply regardless of whether such Confidential Information is in written, graphic, recorded, photographic or any machine-readable form, or is orally conveyed to, known, or memorized by the Receiving Party.

3. Upon the completion of its evaluation of the Confidential Information, the Receiving Party shall promptly surrender to the Company all documents containing Confidential Information, including all copies and excerpts thereof in non-electronic form, and shall certify to the Company the destruction of all copies and excerpts thereof maintained by electronic media.

4. The Receiving Party shall inform its employees, agents and contractors involved in the Purpose of the contents of this Agreement, and shall inform such employees, agents and contractors that they are bound by the provisions herein.

5. From the date first written in this agreement up to and including a period of three (3) years after the end of the Receiving Party's relationship with the Company, the Receiving Party and its affiliates will not directly or indirectly solicit, induce, or attempt to induce any employee of the Company to leave employment with the Company, or in any way interfere with the relationship between the Company and any employee thereof; or hire or attempt to hire any individual who was an employee of the Company at any time during the six-month period preceding the termination of the Receiving Party's relations with the Company.
From the date first written in this agreement up to and including a period of three (3) years after the end of the Receiving Party's relationship with the Company, the Company will not directly or indirectly solicit, induce, or attempt to induce any employee of the Receiving Party and its affiliates to leave employment with the Receiving Party and its affiliates, or in any way interfere with the relationship between the Receiving Party and its affiliates and any employee thereof; or hire or attempt to hire any individual who was an employee of the Receiving Party and its affiliates at any time during the six-month period preceding the termination of the Receiving Party's relations with the Company.

6. From the date first written in this agreement up to and including a period of three (3) years after the end of the Receiving Party's relationship with the Company, the Receiving Party and its affiliates will not directly or indirectly contact any agent, contractor or investment manager associated with the Company without the prior consent of the Company, or in any way interfere with the relationship between the Company and any agent, contractor or investment manager thereof. This includes the making of investments, directly or indirectly and recommending such agent, contractor or investment manager to any third party.

7. In the event of litigation between the parties alleging the unauthorized use or disclosure of Confidential Information, then the prevailing party in such litigation shall be entitled to recover its reasonable attorneys' fees and other reasonable litigation expenses, whether or not such other litigation expenses are taxable as court costs.

8. All notices required under this Agreement must be in writing and shall be delivered either in person, by registered mail or by overnight courier:

(a) If to the Company:

Global Fund Exchange Ltd.
c/o 222 Townsend Square
Oyster Bay NY 11771 U.S.A.

(b) If to the Receiving party:

_____

_____

_____

_____

_____

or to such other address as that party shall subsequently designate to the other party by notice given in accordance with this Section.

9. The parties to this Agreement acknowledge and agree that remedies at law for breach of this Agreement by the Receiving Party will be inadequate and that the Company shall, in addition to any other rights it may have, be entitled to injunctive relief.

10. This Agreement supersedes all prior agreements and understandings between the parties hereto respecting the subject matter hereof. No changes herein shall be effective unless in writing and signed by both parties.

11. The Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Company and to the successors of the Receiving party, but shall not be assigned by the Receiving Party without the prior written consent of the Company.

12. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, USA.

13. This agreement may be signed by the parties in different counterparties and the signature pages combined will create a document binding on all parties.

14. I acknowledge that in addition to receiving or having access to the confidential information listed, amongst others in section 2 of this document, I will be in a position of confidence and trust with employees, investment managers, service providers and customers of the company. I acknowledge and agree that if I breach or threaten to breach any of the terms of this agreement, the company will sustain irreparable harm and that the company will be entitled to obtain an injunction to stop any breach or threatened breach of this agreement.

14. I acknowledge and warrant that as a director of the Receiving Party, I am duly authorized to enter into this legally binding agreement on behalf of the Receiving Party.

For and on behalf of the "Company"
Global Fund Exchange Ltd

_____
Signature:

_____
Name:

_____
Title: Director

For and on behalf of the "Receiving Party"

_____
Company Name:

_____
Signature:

_____
Name:

_____
Title: Director

Please fax the signed and initialled document to + 1 212 208 2547 or
scan and email to: info@globalfundexchange.com

and then send original by mail to 222 Townsend Square, Oyster Bay NY 11771 USA