

(date)

[•]
(address)

Attention: [•]

Dear Sirs/Madams,

Confidentiality Agreement

In consideration of your disclosure to us for our review, evaluation and analysis ("**Analysis**") information relating to the transaction described in the Appendix (the "**Proposed Transaction**"), we agree:

- (a) to receive in confidence all such information relating to the Proposed Transaction which is disclosed to us (the "**Confidential Information**") and not to use any Confidential Information for any purpose other than in connection with the Analysis or the Proposed Transaction.
- (b) not to, without your prior written consent, disclose any Confidential Information to any person other than those of our advisers, officers and employees involved in the Analysis. The Analysis will be completed as promptly as possible and upon completion we will cease to use the Confidential Information, and all tangible materials (whether in documentary form or on electronic media) provided to us will, subject to applicable law and internal compliance regulations, be destroyed or returned to you (at your direction), together with all copies.

The foregoing restrictions on use and disclosure shall not apply to any Confidential Information which:

- (a) at the time of disclosure was already known to us;
- (b) at the time of disclosure was generally available to the public or subsequently became available to the public;
- (c) disclosure is required by an order of a competent court or government authority; and
- (d) is made available to you on a non-confidential basis by a third party having the lawful right to do so.

The Letter shall be governed by, and construed in accordance with, [•] law.

Yours faithfully,

For and on behalf of

[•]

Appendix

Particulars of the Proposed Transaction