

[DATE], 202_

[Entity Name]

[Entity Address]

[Entity Address]

Attn: [Individual Contact Name]

individualcontactemail@entity.com

Ladies and Gentlemen:

In consideration for and as a condition of each party hereto (the "Disclosing Party") disclosing Confidential Information (as defined below) to the other party hereto (the "Receiving Party"), each of the parties agrees to be bound by the terms of this letter agreement.

As used herein "Confidential Information" refers to any and all financial, technical, commercial or other information concerning the Disclosing Party, its subsidiaries or their respective operations, businesses and affairs that has been or may hereafter be provided to the Receiving Party or any of its affiliates, members, partners, directors, officers, employees, agents, attorneys, accountants, consultants, bankers, financial advisors and potential debt and equity financing sources (collectively, "Advisors"), irrespective of the form of the communication, by the Disclosing Party, its subsidiaries or their respective Advisors and all notes, analyses, compilations, studies or other documents, whether physical or electronic, which contain or reflect such information. The term "Confidential Information" (a) includes the fact that discussions or negotiations are taking place concerning the possible Transaction (as defined below) or any of the terms, conditions or other facts with respect to the possible Transaction but (b) does not include information, if any, which (i) becomes generally available to the public other than as a direct or indirect result of a disclosure by the Receiving Party or its Advisors; (ii) was available to the Receiving Party on a non-confidential basis prior to its disclosure to the Receiving Party by the Disclosing Party; (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party; or (iv) is independently developed by the Receiving Party or on its behalf without violating any of its obligations hereunder.

The Confidential Information will be used solely for the purpose of evaluating the Receiving Party's possible transaction with the Disclosing Party or any of its subsidiaries (the "Transaction"). The Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information, and the Receiving Party and its Advisors will maintain the confidentiality of the Confidential Information; provided, however, that (i) any of such information may be disclosed to the Receiving Party's Advisors who need to know such information for the purpose of evaluating the possible Transaction (it being understood that such Advisors will be informed by the Receiving Party of the confidential nature of such information and will be required by the Receiving Party to treat such information confidentially), and (ii) any disclosure of such information may be made to which the Disclosing Party hereafter consents in writing. Upon request, the Receiving Party will notify the Disclosing Party as to the identity of all Advisors to whom the disclosure or delivery of the Confidential Information has been made. Promptly upon the request of the Disclosing Party, the Receiving Party will deliver to the Disclosing Party all materials, whether physical or (to the extent reasonably practicable in light of technological constraints) electronic, containing Confidential Information which are in the possession, custody or control of the Receiving Party or its Advisors, if applicable, and will not retain any copies, extracts or other reproductions in whole or in part, whether physical or (to the extent reasonably practicable in light of technological constraints) electronic, of such materials; provided that, in lieu of