

[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 [Disclosing Company], a [State] corporation (the "Company"), furnishing to you the Confidential Information (as defined below), you agree 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 Company, its subsidiaries or their respective operations, businesses and affairs that has been or may hereafter be provided to you or any of your 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 Company, 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 you or your Advisors; (ii) was available to you on a non-confidential basis prior to its disclosure to you by the Company, provided that such prior disclosure and its non-confidential status are evidenced in writing; (iii) becomes available to you on a non-confidential basis from a source other than the Company, provided that such source is not bound by a confidentiality agreement with the Company; or (iv) is independently developed by you or on your behalf without violating any of your obligations hereunder.

The Confidential Information will be used solely for the purpose of evaluating your possible transaction with the Company or any of its subsidiaries (the "Transaction"). You acknowledge the confidential and proprietary nature of the Confidential Information, and you and your Advisors will maintain the confidentiality of the Confidential Information; provided, however, that (i) any of such information may be disclosed to your 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 you of the confidential nature of such information and will be required by you to treat such information confidentially), and (ii) any disclosure of such information may be made to which the Company hereafter consents in writing. Upon request, you will notify the Company 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 Company, you will deliver to the Company all materials, whether physical or (to the extent practicable in light of technological constraints) electronic, containing Confidential Information which are in the possession, custody or control of you or your Advisors, if applicable, and will not retain any copies, extracts or other reproductions in whole or in part, whether physical or (to the extent practicable in light of technological constraints) electronic, of such materials; provided that, in lieu of delivering all or any part of the same to the Company, you or your Advisors may destroy or, with respect to electronic materials, permanently erase such materials, and such destruction or erasure will be certified in writing to the Company by an authorized officer supervising such destruction or erasure. Notwithstanding the