

[COMPANY A]  
[Company A Address]

[Date], 202\_

[Company B]  
[Company B Address]  
Attention: [Individual 1]  
              [Individual 2]

[Company C]  
[Company C Address ]  
Attention: [Individual 3]

Re: Confidentiality Agreement

Ladies and Gentlemen:

In connection with the expression of interest of [Company B] (“[Company B]”) in a potential transaction (a “Possible Transaction”) involving [Company A] (the “Company”), as set forth in [Company B]’s [Date] letter to the Company, the Special Committee of the Board of Directors of the Company desires to set a meeting to be held in [Location] on [Date] among [Company B], the Company, [Company C] (“[Company C]”), their respective Representatives (as hereinafter defined) and Representatives of certain [Company C] shareholders to afford [Company B] an opportunity to make a presentation regarding its transaction proposal (the “Meeting”). As a condition to the effectiveness of this invitation and the parties’ attendance at the Meeting, each party hereto agrees that, without the prior written consent of the other parties hereto, during the period beginning on the date hereof and ending at 5:00 p.m. [Time Zone] on [Date], such party and its Representatives shall not disclose to any other person (other than any other party hereto or any Representatives of any party hereto) that any meetings, or communications regarding meetings, will take, are taking or have taken place among any of [Company B], the Company, [Company C], [Company C]’s shareholders and their respective Representatives or any of the terms, conditions or other facts with respect to any Possible Transaction involving the Company, including the status thereof and the identity of any parties thereto, or any similar disclosure, unless, in the case of the Company, disclosure of any such information during such period is required by law. The term “Representatives” shall include the members, directors, equity holders (except in the case of the Company), officers, employees, agents, affiliates (as such term is defined under the Securities Exchange Act of 1934, as amended, but excluding, in the case of the Company, [Company C], and, in the case of [Company C], the Company), partners and advisors of a party (including, without limitation, attorneys, accountants, consultants, potential financing sources and financial advisors). The term “person” as used in this letter agreement shall be broadly interpreted to include the media and any corporation, partnership, group, individual or other entity.