Date:……………………..

**SUBJECT: NON-DISCLOSURE AGREEMENT**

Dear …………………………………….

LETTER OF CONFIDENTIALITY (THE “AGREEMENT”)

I, …………………………………………… , will be providing to you (including your affiliates) certain information that is non-public, confidential or proprietary in nature (the “Transaction”) including the identity of the proposed counterparties (the “Counterparties’) (together referred to as the “Information”). In consideration of us agreeing to provide you with the Information, you hereby undertake as follows:

1. Except as otherwise expressly provided herein, you will not: (i) disclose the Information to any other person or use any portion thereof except in connection with the Transactions; (ii) disclose to any person the fact that the Information has been made available, that discussions are taking place between us, or any other third party, concerning the Transactions or any of the terms or conditions with respect thereto; or (iii) solicit any Counterparties (unless we have a pre-existing relationship as at the date of signing of this Agreement, with such Counterparty related to the said Transaction) without the consent of the Company (which shall not be unreasonably withheld).
2. Notwithstanding the foregoing, you may disclose the Information: (i) to your directors, officers, employees, agents, representatives and advisers (collectively, the “Representatives”) who need to know the Information for the purposes of evaluating the Transactions; (ii) as may be required by applicable law, regulation, a court of competent jurisdiction or at the request of any regulatory, tax or supervisory authority having jurisdiction over you; or (iii) with the Company’s prior written consent. The term “Information” shall not include such portions thereof (i) which are or become available to the public other than as a result of a disclosure by you or your Representatives in breach of the provisions of this Agreement, (ii) as are already in our possession prior to the date of this Agreement, (iii) which come into your possession from a source other than the Company (unless in breach of a confidentiality obligation known to you) or (iv) is independently developed by you without use of the Information.
3. This Agreement sets out the entire agreement in relation to its subject and may not be terminated or modified nor any of its provisions waived except in writing and signed by duly authorized officers of both parties. If any provision of this Agreement shall for any reason be adjudged to be void, invalid or unenforceable, the remainder of this Agreement shall continue and remain in full force and effect.

Please indicate your acceptance of this Agreement by signing this Agreement in the space indicated below, whereupon it shall constitute a binding agreement between us.

Yours faithfully,

Signature…………………………………

Name…………………………………

Civil ID number …………………………………

I agree to the terms and conditions set out above.