

## **CONFIDENTIALITY AGREEMENT REGARDING TINKER TAILOR SALE PROCESS**

IT IS HEREBY AGREED, by and among the undersigned parties, as follows:

1. This Confidentiality Agreement (the “Agreement”) shall govern all information and documents (collectively, hereinafter, the “Documents”) produced by Tinker Tailor, whether directly, or through Clear Bid or through any other entity (or the data room) acting on behalf of Tinker Tailor in connection with the pending marketing and sale process with respect to the potential sale of the assets of Tinker Tailor.

2. This Agreement shall be binding upon the parties, including their respective parents, subsidiaries, affiliates, members, directors, officers, employees, agents, representatives, professionals (including counsel), consultants, and beneficiaries.

3. Pursuant to this Agreement, the Documents are designated as confidential. The Receiving Party agrees that it shall not release or disseminate the Documents to anyone and shall maintain the strict confidentiality of all such Documents.

4. The Documents are provided as part of the due diligence sale process for Tinker Tailor, and may be used solely for such purpose and may be reviewed solely by the Receiving Party and its agents, together with its professionals. Receiving Party agrees to provide a copy of the within confidentiality agreement to any party that is receiving Confidential Information, and to insure that such Party has signed off on the within agreement and agrees to be bound hereunder.

5. Notwithstanding anything herein to the contrary, the Documents shall not include: (a) documents and/or information that is at the time of disclosure, or that subsequently becomes, available to the general public, other than as the result of an unauthorized disclosure; (b) information that was known to the Receiving Party or its agents without any obligation to keep

such information confidential, prior to disclosure of such information; (c) information that the Receiving Party receives from a third party that, to the Receiving Party's knowledge, in providing such information to that Receiving Party, did not violate any obligation to keep such information confidential; or (d) information that is developed by the Receiving Party independently of any disclosure made to the Receiving Party by Tinker Tailor.

6. In the event that any Documents produced to the Receiving Party are subpoenaed by any court, regulatory, administrative or legislative body or any person purporting to have authority to subpoena such materials (other than a party to this Agreement), the Receiving Party shall provide advance written notice as soon as reasonably practicable, to Tinker Tailor, including, a copy of such notice to Clear Bid, prior to producing the requested materials so as to provide Tinker Tailor with an opportunity to seek protective relief.

7. The Receiving Party acknowledges that monetary damages alone will not compensate Tinker Tailor for a breach of this agreement, and further that Receiver Party expressly agrees to injunctive relief against them, amongst other things, barring the release and dissemination of the Documents.

8. The Documents shall be returned to Tinker Tailor promptly upon the conclusion of the sale process and/or destroyed with a certification provided to Tinker Tailor and Clear Bid that the Documents have been destroyed.

9. This Agreement is immediately effective upon being signed and delivered by the parties.

10. This Confidentiality Agreement may be executed in counterparts and shall be governed by New York law (without regard to any conflict of laws principles thereof that would call for the application of the laws of any other jurisdiction).

11. This Agreement is effective as of the date it has been signed and shall terminate one (1) year thereafter.

*(Signatures on next page)*

Dated: August , 2015  
New York, New York

*Receiving Party:*

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Tinker Tailor:

Dated: \_\_\_\_\_

By: \_\_\_\_\_