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**PRIVATE AND CONFIDENTIAL**

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Dear {}:

This letter (hereinafter referred to as this “Letter Agreement”) confirms that Two Roads Advisors LLC (“TRA” or “we” or “us” or “our”) has requested and {} (“Company” or “you” or “your”) has agreed to supply information regarding the Company to TRA for the purpose of discussing a potential advisory engagement by TRA (the “Purpose”).

As used herein, the term “Information” means any and all information that TRA receives from the Company regarding the Purpose, whether furnished orally or in writing or gathered by inspection and regardless of whether specifically identified as “confidential” together with analyses, compilations, studies or other documents prepared by us.

The term “Information” does not include information which (i) is or becomes generally available to the public, (ii) was or becomes available to us on a non-confidential basis from a source other than the Company, or (iii) is independently developed by us without reference to or reliance upon any Information.

We agree that the Information will kept confidential by us and our Representatives (as defined below) and not disclosed to a third party; provided, however, that (i) any of the Information may be disclosed to those of our affiliates, and our and our affiliates’ respective employees, attorneys, accountants, consultants, and advisors (such persons or entities who receive Information, collectively, our “Representatives”) who need to know such Information in furtherance of the Purpose, (ii) Information may be disclosed if requested by law, regulation or legal or regulatory proceedings (including, without limitation, oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process), provided that (if legally permissible) we alert you with prompt written notice as soon as practicable prior to disclosure, and (iii) any other disclosure of such Information may be made if you consent in writing prior to any disclosure. We shall be responsible for any breach of this Letter Agreement by our Representatives. Notwithstanding the above, the notice provisions shall not apply to any disclosure pursuant to any routine regulatory review of TRA or any of its Representatives by any governmental agency or other regulatory body with jurisdiction over TRA or such Representatives so long as such review is not specifically targeted at the Company or any transaction involving the Company.

Upon your written request, we will (and we will direct our Representatives to) promptly destroy (and such destruction shall be confirmed in writing to you) (i) all written Information supplied to us pursuant to this Letter Agreement and will not retain any copies, extracts or other reproductions in whole or in part of such written materials and (ii) all documents, memoranda, notes and other writings prepared by us or our employees based on the Information. Notwithstanding the preceding sentence, nothing contained herein shall (x) require the destruction, deletion, or modification of any Information contained in our backup systems or other media made pursuant to automated archival processes in our or our Representatives ordinary course of business or (y) prohibit us or our Representatives from retaining Information for legal or regulatory purposes.

This Letter Agreement may subsequently be modified in writing by both parties to enable TRA to effectively represent the Company. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes (i) all prior agreements and understandings between the parties regarding the subject matter hereof and (ii) any statements in the Information concerning confidentiality and limitation on use.

This Letter Agreement will expire one (1) year from the date herein.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Nothing herein shall be construed to require either party to conduct any negotiations or enter into any other agreement with the other party with respect to the Purpose or any other transaction involving the Company.

This Letter Agreement may be executed in one or more counterparts, and by facsimile or electronic signatures, each of which shall be an original document, and all of which together shall constitute one and the same instrument.

If you are in agreement with the foregoing, please sign and return one copy of this Letter Agreement which will constitute our agreement with respect to the subject matter of this letter.

Sincerely,

Accepted and agreed to this

\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_ TWO ROADS ADVISORS LLC

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

Name: John Fang

Title: Managing Partner

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

Name: {}

Title: {}