



## Confidentiality Undertaking Dispute Management

**In consideration** of the potential appointment of **David Lewis Baker** (“the Advisor”) by the party identified in Item 1 of the Schedule (“you” or “your”) as your strategic advisor in the dispute described in Item 2 of the Schedule, and as a condition of the provision of any preliminary information by you to him, the Advisor agrees with you that:

### **1. Confidentiality**

- 1.1. The Advisor will preserve confidentiality in relation to all information that may be disclosed to him for the purpose of considering his appointment, including the existence of the dispute and the parties to it.
- 1.2. This confidentiality obligation will not be breached if disclosure is made under legal compulsion or for the purpose of obtaining legal, financial or insurance advice, provided that the adviser is under a similar obligation of confidentiality.

### **2. Merger with Service Agreement**

This Confidentiality Undertaking will remain in full force and effect unless and until the Advisor (or a related entity of the Advisor) is formally appointed by you pursuant to a Service Agreement, in which event this Confidentiality Undertaking will merge with that Service Agreement and be of no further force or effect.

**Signed by the Advisor:**

---

Signature and date

**David Lewis Baker**

## **Schedule**

### **Item 1: Parties**

**You**

**Other parties**

### **Item 2: Description of/Information/Documentation in relation to the dispute**