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## FOSUN INDUSTRIAL HOLDINGS LIMITED

To: Hichens, Harrison & Co.  
Address: Epiácio Pessoa Avenue, 1460 / 202,  
Ipanema, Rio de Janeiro, Brazil.

October, 17, 2017

Dear Pedro Alberto Moreira Leite

In connection with the consideration by Fosun Industrial Holdings Limited (“**Fosun**”) and/or one of its affiliates of an investment in, or involving, **Hichens, Harrison & Co** (together with, as applicable, its affiliates and subsidiaries, the **Company** and the matter being referred to herein as the **Transaction**), the Company (and/or its affiliates and representatives) may provide Fosun with non-public, proprietary and/or confidential financial and other information concerning the Company, its business and the Transaction. In consideration for, and as a condition to, the Company providing access to such information to Fosun, its affiliates (including investment funds advised or managed by Fosun or its affiliates), and their respective directors, officers, employees, agents, consultants, advisors, partners (whether general or limited), owners, shareholders, affiliates (including investment funds advised or managed by Fosun or its affiliates), financing sources, co-investors or other representatives (being referred to herein as **our Representatives**), Fosun agrees to the following:

1. Fosun agrees to hold and to keep confidential, and to direct our Representatives to hold and keep confidential, all non-public, proprietary and/or confidential information concerning the Company, its business and the Transaction which has been or will be furnished to Fosun or to our Representatives by or on behalf of the Company in respect of the Transaction (herein referred to as the **Confidential Information**). Fosun agrees that it shall disclose Confidential Information only to those of our Representatives whom we reasonably determine need to receive Confidential Information on a “need to know” basis to assist us and our affiliates on evaluation, diligence, negotiation and possible completion of the Transaction.
2. For the purposes of this agreement, “Confidential Information” shall not include information or materials which (i) was already known to Fosun or our Representatives prior to the date hereof or become available to Fosun or our Representatives on a non-confidential basis, provided that to Fosun’s knowledge such source was not prohibited from disclosing such information to Fosun by a legal, contractual or fiduciary obligation to Company; (ii) was at the date hereof, or subsequently becomes, public information otherwise than by reason of a breach of the terms of this agreement by Fosun or our Representatives or (iii) has been or is subsequently independently conceived or developed by Fosun or our Representatives in respect of the Transaction without substantial reliance upon the Confidential Information.
3. Both Fosun and the Company agree that unless and until a written definitive agreement between Fosun and the Company has been executed and delivered with respect to the Transaction, none of Fosun, its Representatives or the Company will be under any obligation of any kind with respect to the Transaction by virtue of this Agreement or any subsequent documentation and discussions. Without limiting the generality of the foregoing, the parties acknowledge and agree that none of Fosun, its Representatives or the Company shall have any obligation to (i) consummate the Transaction, (ii) conduct or continue discussions or negotiations or (iii) enter into or negotiate a definitive agreement.

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The Company acknowledges and confirms that (i) it will not rely on any representations regarding the Transaction made by Fosun or its Representatives, expressed or implied, during their negotiations or discussions, including without limitation in providing Fosun or its Representatives with the Confidential Information; (ii) any receipt or use of, or reference to, the Confidential Information by Fosun or its Representatives shall not constitute any intention or undertakings of cooperation in any form between the parties; and (iii) Fosun and its Representatives may now or in the future evaluate, invest in or do business with competitors or potential competitors of the Company and this Agreement confers no exclusivity or restrictive covenants on Fosun or its Representatives. Fosun reserves the right, in its sole discretion, to reject any and all proposals made by the Company or on its behalf with regard to the Transaction, to terminate discussions and negotiations with the Company at any time and to enter into any agreement with any other person without notice to the Company, at any time and for any reason or no reason. Fosun and the Company shall bear their own costs and expenses in connection with pursuit of the Transaction.

4. Fosun will, and shall direct all our Representatives to, use the Confidential Information solely for the purpose of evaluating the Transaction and Fosun will not disclose the Confidential Information to any third party (other than our Representatives), except as permitted by this agreement or as otherwise agreed by the Company. Fosun shall be responsible for any breach of this agreement by our Representatives (provided that we shall not be responsible for acts or omissions by those of our Representatives who are not our directors, officers or employees or affiliates if such third parties have (i) executed a joinder agreement agreeing to be bound by the confidentiality provisions of this agreement as if they were original parties hereto or (ii) entered into a separate confidentiality agreement with respect to the Confidential Information with the Company or its representatives (which, upon the request from Fosun or our Representatives, shall not be unreasonably withheld by the Company or its Representatives)).
5. In the event that Fosun or any of our Representatives is required by law, regulation or court order or is requested by any court, regulator, self-regulating authority, anti-trust body or committee (including a recognized stock exchange) or competent judicial or governmental authority (collectively, **Competent Authority**) to disclose any Confidential Information, Fosun and our Representatives shall be permitted to make such disclosures as required or requested. To the extent practical and permitted by applicable law, regulation or court order, Fosun will promptly notify the Company of any requests for such disclosure and Fosun shall cooperate in all reasonable respects with the Company to obtain a protective order or other reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed.
6. If Fosun determines that it does not wish to proceed with the Transaction or if the Company notifies Fosun that it does not wish Fosun to consider the Transaction any further, then at the written request of the Company, Fosun will, in its sole discretion, decide either to return or destroy all documents or other materials constituting Confidential Information and in possession of Fosun or our Representatives (provided that Fosun will be entitled to retain one file copy each of such written information, documents and materials so as to comply with applicable laws and regulations and its internal data retention policies, subject to its confidentiality obligations under this agreement; Fosun shall also be entitled to retain copies of any computer records or files containing Confidential Information which have been created pursuant to its automatic archiving and back-up procedures, provided that no attempt will be taken to extract such Confidential Information ).

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7. In consideration of the covenants and undertakings herein from Fosun to the Company, the Company undertakes and covenants in favour of Fosun that (i) all financial, operational and other information concerning Fosun, our Representatives, their respective businesses and funds and (ii) financing structures, operational plans, strategic initiatives and proposals provided by Fosun to the Company during the course of negotiations on the Transaction shall, in each case, be subject to the same confidentiality obligations granted to the “*Confidential Information*” and the Company shall accordingly be bound by Clauses 1 to 6 above.
  8. Without the prior written consent of the other party, and unless required to do so by applicable law, regulation or court order, or requested by any Competent Authority, each party agrees not to, and will direct its Representatives not to, disclose to any person (i) the fact that investigations, discussions or negotiations are taking place concerning the Transaction (ii) that materials have been disclosed or (iii) any of the terms, conditions or other facts with respect to the Transaction, including the status thereof and the existence and terms of this agreement.
  9. Subject always to Clause 3 hereof, the Company may demand monetary damages from Fosun upon proving its actual loss supported by sufficient evidence collected and justified by the Company or other entities acting on its behalf in a legal manner.. Neither party shall be liable for any exemplary, penal, incidental, consequential or indirect losses or damages arising out of this agreement. It is understood and agreed that no failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
  10. During the negotiation with Fosun, neither the Company nor its affiliates or any other entities acting on its behalf shall concurrently negotiate with any other third party regarding the Transaction.
  11. Fosun acknowledges that (i) we are aware of, and that we will advise our Representatives, the fact that some or all of the Confidential Information is or may be material, non-public and/or price-sensitive information and that the provision of such information may constitute us as “insiders” for the purposes of applicable securities laws and (ii) applicable securities laws strictly prohibit any person who has received material, non-public and/or price-sensitive information from dealing, purchasing or selling (or causing or procuring others to deal or trade), whether directly or indirectly, publicly listed or tradable securities or debt of entities referred to in the Confidential Information and/or the subject of, or connected to, the Transaction.
  12. If any provision of this agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof or invalidate or render unenforceable such provision in any other jurisdiction. Such invalid, illegal or unenforceable provision shall be deemed to be replaced or modified by such a provision that is considered valid, legal and enforceable by law, such replaced or modified provision being within the legal and economic intention of the Parties reflecting the spirit of this Agreement.
  13. This agreement is the complete and exclusive statement of confidentiality between the parties and supersedes all prior written and oral communications relating to the subject matter hereof. This agreement will be deemed to supersede, and shall not be modified or amended, by the terms or conditions of use or confidentiality or non-disclosure provision of any electronic data room established or maintained by the Company or its Representatives, and no such terms or conditions of use or confidentiality or non-disclosure provision required to be acknowledged to access any such on-line data room

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will be considered binding on Fosun or the Representatives. This agreement may not be modified or amended except in writing executed by duly authorised representatives of both parties. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

14. This agreement shall be governed and construed in accordance with the laws of Hong Kong and shall be subject to the non-exclusive jurisdiction of the courts of Hong Kong
15. Fosun's obligations under this agreement shall expire on the earlier to occur of (i) twelve (12) months from the date hereof and (ii) execution and delivery by Fosun (or its affiliates) and the Company of definitive and legally binding documentation in respect of the Transaction.

If you are in agreement with the foregoing, please sign and return one copy of this agreement, which thereupon will constitute the agreement between Fosun and the Company with respect to its subject matter.

Very truly yours,

**Fosun Industrial Holdings Limited**

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

Name: Guo Guangchang

Title: Director

Accepted and agreed as of the date first written above:

**Hichens, Harrison & Co.**

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

Name: Pedro Alberto Moreira Leite

Title: President