

**[FORM OF] NONDISCLOSURE AGREEMENT
[FOR DIRECTOR OR BOARD OBSERVER USE]**

This Nondisclosure Agreement (this “**Agreement**”) by and between WMI Holdings Corp., a Washington corporation (“**WMI**” or the “**Company**”), and [[Insert Director’s Name] (“**Director**”, and together with the Company, each a “**Party**” and collectively, the “**Parties**”)] [[Insert Observer’s Name] (“**Observer**”, and together with the Company, each a “**Party**” and collectively, the “**Parties**”)], is dated as of [], 2014.

1. General. In connection with [Director serving on the][Observer attending meetings of the] Board of Directors of the Company, [Director][Observer] acknowledges that he or she will receive, from time to time, certain “Confidential Material” (as defined in Section 2 below).

2. Definitions. The term “**Confidential Material**” means information concerning the Company or its personnel, board dynamics, business, financial condition, operations, assets or liabilities, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, whether or not marked, designated or otherwise identified as “confidential.” The term Confidential Material does not include information which (i) is generally available to the public other than as a result of a disclosure by [Director][Observer] in breach of this Agreement, (ii) was within [Director’s][Observer’s] possession prior to its being furnished to [Director][Observer], provided that the source of such information was not known by [Director][Observer] to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company with respect to such information, or (iii) is or becomes available to [Director][Observer] on a non-confidential basis from a source other than the Company, provided that such source is not known by [Director][Observer] to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, the Company with respect to such information. [Director][Observer] shall ensure that any of its representatives who receive Confidential Material fully understand the terms of this Agreement and [Director][Observer] shall take all commercially reasonable steps to protect the Confidential Material against disclosure, misappropriation, misuse, loss or theft in violation of this Agreement.

All Confidential Material is and shall remain the property of the Company. Upon request of the Company, the [Director][Observer] shall return or destroy, in the [Director’s][Observer’s] sole discretion, all Confidential Material in his or her possession and confirm the same to the Company in writing; provided, that the [Director][Observer] shall be permitted to retain Confidential Material to comply with applicable legal and/or regulatory requirements, and provided, further, that electronic records maintained in archival form are required to be destroyed only to the extent reasonably practicable.

3. Use of Confidential Material. [Director shall use the Confidential Material solely for the purpose of fulfilling his or her board of director duties and responsibilities and shall keep the Confidential Material confidential in accordance with the terms hereof.]¹

¹ Solely for Director confidentiality agreement.

[Director][Observer] will not disclose any of the Confidential Material in any manner whatsoever; provided, however, that any of such information may be disclosed:

(i) for so long as [Director][Observer] is employed by or as an advisor to Kohlberg Kravis Roberts & Co. L.P. (“**KKR**”) or one of its subsidiaries, to KKR and its affiliates; provided that KKR executes a confidentiality agreement in substantially the form hereto (the “**KKR Confidentiality Agreement**”²); provided, further, that KKR and the [Director][Observer] shall only be permitted to share Confidential Material with affiliates of KKR to the extent that such affiliates are advised of the confidentiality and use obligations in the KKR Confidentiality Agreement and agree with KKR to be bound by such provisions; provided, still further, that KKR will be responsible for any breach by its affiliates of the confidentiality and use obligations therein, or

(ii) as required by law or legal process or required or requested by applicable regulatory authority (including, for the avoidance of doubt, pursuant to an audit or examination by a regulator, bank examiner or self-regulatory organization including in the course of routine supervisory examination or regulatory oversight by banking regulatory authorities with jurisdiction over KKR and its affiliates); provided, that if the [Director][Observer] or KKR or any of its affiliates are so requested or required to disclose any Confidential Material, the [Director][Observer] or KKR, as appropriate, will, to the extent legally permissible, notify the Company promptly of the existence, terms and circumstances surrounding such a request or requirement so that the Company may, in its sole discretion, seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement (it being understood that no such notice will be required if the [Director][Observer] or KKR or any of its affiliates are requested or required to disclose Confidential Material in the course of routine supervisory examinations or regulatory oversight by banking regulatory authorities with jurisdiction over KKR or any such affiliate); provided, further, that the [Director][Observer] and KKR or any of its affiliates will not oppose, and upon the Company’s request and at the Company’s expense, will consult with the Company on seeking a protective order or other remedy; provided, still further, that, if in the absence of a protective order or other remedy or the receipt of a waiver from the Company, the [Director][Observer] or KKR or any of its affiliates is, nonetheless, legally required based upon the advice of KKR’s or such affiliate’s counsel to disclose any Confidential Information, the [Director][Observer] or KKR or any of its affiliates, as applicable, may make such disclosure without liability under this Agreement, provided that the [Director][Observer] or KKR or any of its affiliates, as applicable, (x) furnishes only that portion of the Confidential Information that is legally required based upon the advice of KKR’s or such affiliate’s counsel to be disclosed, (y) gives the Company notice of the information to be disclosed as promptly as is practicable (except, for the avoidance of doubt, in the case of routine supervisory examinations or regulatory oversight by banking regulatory authorities with jurisdiction over KKR or any such affiliate) and (z) uses commercially reasonable efforts to consult with the Company, at the Company’s request and expense, on seeking an appropriate protective order or other reliable assurance that confidential treatment will be accorded to all such Confidential Material.

² KKR Confi to include the following: “For the avoidance of doubt, the Confidentiality Agreement dated as of May 29, 2013 (the “Existing Confidentiality Agreement”) between KKR & Co. L.P. and the Company shall not apply to any information provided to KKR pursuant to this Agreement.”

[If Director willfully breaches this Agreement or KKR or one of its controlled affiliates willfully breaches the KKR Confidentiality Agreement, Director will tender his or her resignation from the Board and its committees upon the request of the Board.]

4. Governing Law; Consent to Jurisdiction. This Agreement shall be deemed to be made in and in all respects shall be interpreted, construed and governed by and in accordance with the laws of the State of New York (except to the extent that mandatory provisions of Washington law are applicable).

5. Term. This Agreement and the provisions of this Agreement shall terminate on the first anniversary following the date that is the earlier of (i) the date that [Director][Observer] ceases to be [a director][an observer] of the Company and (ii) the date that [Director][Observer] ceases to be employed by or an advisor to KKR and its affiliates.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements, understandings, arrangements and discussions between the Parties regarding such subject matter.

7. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be signed by its duly authorized representatives as of the date written below.

WMI Holdings Corp.

[DIRECTOR][OBSERVER]

ADDRESS FOR NOTICE:

[]

ADDRESS FOR NOTICE:

c/o Kohlberg Kravis Roberts & Co. L.P.
9 West 57th Street
Suite 4200
New York, New York 10019

By: _____

Name:
Title:

By: _____

Name:
Title:

[Signature Page to Nondisclosure Agreement]