

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Between

- 1) **Ketut Limited** having its registered address at 2nd Floor, Elm House, Leopardstown Office Park, Sandyford, Dublin 18.

(Disclosing Party)

- 2) XXXX having its registered office at XXXXX (the **Recipient**).

The Parties may enter into discussions/negotiations concerning the possible acquisition by the Recipient of Lisieux Hall, Murphystown Road, Sandyford, County Dublin (the **Property**) (the **Proposed Transaction**).

In consideration of the Disclosing Party agreeing to make available to the Recipient certain information relating to the Property the subject of the Proposed Transaction and other confidential information, the Recipient undertakes to comply with the terms set out in this Agreement.

1. Definitions and Interpretation

1.1 In this Agreement:

"Agents" means directors, officers, senior employees of the Recipient and professional advisers to the Recipient in relation to the Proposed Transaction.

"Agreement" means this agreement.

"Confidential Information" means business, technical, financial, operational, administrative, marketing, economic and other information and material relating to the Property and the Proposed Transaction either in written, oral or any other form and such information as may be obtained pursuant to discussions with the officers, employees, agents or advisers of the Property, or such information as may be obtained by observation during visits to the premises of the Property and including any notes, studies, analyses, records, memoranda, reports and valuations prepared by the Recipient and/or its Agents containing, reflecting or generated from such information and material.

1.2 In this Agreement: a reference to:

- (i) a "person" includes any individual, firm, body corporate, association or partnership, government or state or agency of a state, local authority or government body or any joint venture association or partnership (whether or not having a separate legal personality);
- (ii) a "company" shall be construed so as to include any company, corporation or body corporate, wherever and however incorporated or established;
- (iii) a Clause, sub-clause, Paragraph, Sub-Paragraph, or Schedule, unless otherwise specified, is a reference to a Clause, sub clause, Paragraph Sub Paragraph of or Schedule to this Agreement;
- (iv) writing or similar expressions includes, unless otherwise specified, transmission by facsimile but excludes email;
- (v) the singular include the plural and vice versa and references to one gender includes all genders;
- (vi) "day" or a "Business Day" shall mean a period of twenty-four (24) hours running from midnight to midnight;
- (vii) times are to time in Ireland;
- (viii) any other document referred to in this Agreement is a reference to that document as amended, varied, novated or supplemented at any time;

- (ix) any phrase introduced by the terms "including", "include" and "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 The headings used in the Agreement are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.
- 2. **Confidential Information**
- 2.1 The Recipient may disclose Confidential Information on a strictly need-to-know basis to its Agents solely for the purpose of the Proposed Transaction. The Recipient will ensure that such Agents comply with the provisions of this Agreement by informing any person to whom it discloses Confidential Information that the information is confidential and procuring that any such person, if so requested by the Disclosing Party, enters into a confidentiality agreement with the Disclosing Party on terms equivalent to those contained in this Agreement. The Recipient accepts and agrees that any action by such Agents will be treated as that of the Recipient for the purposes of this Agreement.
- 2.2 Subject to clause 3, the Recipient will keep the Confidential Information secret and treat it as confidential and shall procure that its Agents will not, without the prior written consent of the Disclosing Party (which may be given, if at all, on such terms as the Disclosing Party considers appropriate), be disclosed (whether in written, oral or in any other form) in whole or in part to any other person.
- 3. **Forced Disclosure**
- 3.1 The Recipient may disclose Confidential Information only to the extent required by law, by any governmental authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 3, the Recipient takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.
- 4. **Exceptions**
- 4.1 The restrictions in clause 2 (Confidential Information) of this Agreement do not apply to any Confidential Information which:
 - (a) at the time of disclosure to the Recipient or its Agents, is in the public domain through no breach of this Agreement or any other agreement, by the Recipient or its Agents.
- 5. **Records**
- 5.1 The Recipient will ensure that all Confidential Information (save for Confidential Information which was disclosed orally and has not been reduced into writing or stored on any disk, tape or other device) is kept in a secure place at all times and is properly protected against theft, damage, loss or unauthorised access. The Recipient shall ensure that all copies of Confidential Information taken by the Recipient are clearly marked confidential and can be separately identified from its own information.
- 6. **Announcements**
- 6.1 The Recipient or its Agents will not make, or permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of the Recipient's interest in the Proposed Transaction without the prior written consent of the Disclosing Party (which may be given, if at all, on such terms as the Disclosing Party consider appropriate). If the Recipient should agree to proceed with the Proposed Transaction, no announcement of the Property or the Proposed Transaction will be made except by prior written agreement between the Recipient and the Disclosing Party, provided that nothing in this paragraph shall prohibit any announcement required by law or the rules of any regulatory organisation to which the Recipient is subject and the Disclosing Party is put on notice prior to any such announcement so required.
- 7. **Employees**
- 7.1 The Recipient and its Agents will not, either while discussions in relation to the Proposed Transaction are taking place, or in the event that the Proposed Transaction does not proceed for any reason for a period of twelve months after the discussions in relation to the Proposed Transaction have ended, employ, solicit the services of or entice away from the Property or

the Disclosing Party or engage, whether on their own behalf or on behalf of others, any person who is or was an employee or director of the Property or the Disclosing Party.

8. Clients and Customers

8.1 The Recipient and its Agents will not, either while discussions in relation to the Proposed Transaction are taking place, or in the event that the Proposed Transaction does not proceed for any reason for a period of twelve months after the discussions in relation to the Proposed Transaction have ended, solicit the custom of or entice away from the Disclosing Party whether on their own behalf or on the behalf of others, any person, firm or company who is or was a client or customer of the Disclosing Party if the type of goods or services in respect of which the client or customer is solicited were supplied to the client or customer by the Disclosing Party in the twelve months before the date of this Agreement or during discussions regarding the Proposed Transaction.

8.2 The undertaking in this clause applies to actions carried out by the Recipient and its Agents in any capacity and whether directly or indirectly, on its own behalf, on behalf of any other person or jointly with any other person.

9. Principal

9.1 The Recipient confirms that it is acting in this matter as principal, and not as agent or broker for any other person. The Recipient also confirms that it will be responsible for any costs incurred by it in pursuing this matter.

10. Return of Confidential Information

10.1 The Recipient will and shall procure that its Agents will, forthwith, upon written demand by the Disclosing Party or its agent, return to the Disclosing Party all documents and other materials which are in a form capable of delivery (including electronically) containing or reflecting any Confidential Information and all copies of such documents and other materials made by the Recipient and/or its Agents. In addition, the Recipient will and shall procure that its Agents will, in these circumstances, erase all Confidential Information from any computer or other device containing such information.

10.2 The Recipient shall comply with the obligations in this paragraph within seven days of receiving a written demand from the Disclosing Party and will provide to the Disclosing Party within such seven day period a certificate addressed to the Disclosing Party and signed by a director of the Recipient confirming compliance with the provisions of this clause 10.

11. Indemnity

11.1 The Recipient agrees to indemnify fully and hold harmless the Disclosing Party and their agents (each of which is referred to as an "Indemnified Party") from and against any and all losses, claims, damages and liabilities (or actions in respect thereof), costs (including legal and other professional fees and disbursements), charges and expenses which may be instituted, made or alleged against or which are suffered or incurred by an Indemnified Party and which arise from any breach of the terms of this Agreement by any member of the Recipient and/or any of its respective Agents.

12. Data Protection

To the extent that the performance by the Recipient of its obligations under the Agreement involves the processing of personal data (as defined in the Data Protection Acts 1988 and 2003 and the Data Protection Act 2018 (as amended, revised or replaced from time to time to

12.1.1. include the General Data Protection Regulation) (the "DPA")) on behalf of the Disclosing

12.1.2. Party, the Recipient agrees:

12.1.3. to process the data solely in accordance with the instructions of the Disclosing Party and the terms of the Agreement;

12.1.4. to implement and maintain such technical and organisational security measures as may be required to comply with these applicable Disclosing Party data security obligations in the DPA;

to notify the applicable Disclosing Party and obtain their prior written approval to the transfer of personal data to a country or territory outside of the European Economic Area; and

to enter into such other written agreement in respect of the processing or transfer of personal data as Disclosing Party may require.

13. **Agents**

- 13.1 The Recipient will be responsible for any breach of any of the terms of this Agreement by it or by any of its Agents. The Recipient accepts and agrees that any action by such Agents will be treated as that of the Recipient for the purposes of this Agreement. The Recipient will ensure that such Agents execute this Agreement.

14. **Representations**

- 14.1 The Recipient agrees that documents and information, whether containing Confidential Information or otherwise, made available to or learned by it or its Agents prior to, in the course of, or for the purpose of, negotiations in relation to the Proposed Transaction will not constitute an inducement or invitation by, or on behalf of, the Disclosing Party and its agents, nor will these documents or information, nor the information contained in these documents or learned by the Recipient or its Agents form the basis of, or any representation in relation to, any contract, arrangement or understanding between the Recipient and the Disclosing Party.
- 14.2 The Recipient will be responsible for making its own decision on the Confidential Information and on the information and data contained in any document of the kind referred to in the preceding paragraph of this Agreement (the "Material") and the Recipient acknowledges that neither the Disclosing Party nor any other person makes or gives any representation, warranty or undertaking, express or implied, as to the accuracy, completeness or reasonableness of, and will have no liability for the use by the Recipient or its Agent of the Material. Accordingly, neither the Disclosing Party nor any other person shall be liable for any loss or damage (whether direct, indirect or consequential) suffered by any person as a result of relying on any statement contained in or omitted from the Material.

15. **Visitor Access**

- 15.1 Where the Recipient or its Agents wish to visit the Property in connection with the Proposed Transaction, the Recipient and its Agents agree to obtain the Disclosing Party's consent in advance of any such visit and will be accompanied during this visit by the Disclosing Party's agent.
- 15.2 The Recipient will ensure that neither it nor any of its Agents shall, while visiting the premises of the Property, display any logo of the Recipient or make known the identity of the person for whom they are acting to persons other than those identified to them in advance in writing by the Disclosing Party.

16. **No Right or Title**

- 16.1 The Recipient and its Agents understand and agree that neither the Recipient nor any of its Agents nor any other person shall acquire by implication or otherwise any right in or title to or licence in respect of any Confidential Information by virtue of any disclosure made pursuant to this Agreement.

17. **Continuing Obligations**

- 17.1 The Recipient understands and agrees that in the event that they are not selected to proceed to the next phase of the sales process, the accrued rights and obligations of the Disclosing Party set out in this Agreement shall remain in full force.
- 17.2 The Recipient understands and agrees that the restrictions contained in this Agreement shall continue to apply for a period of one year from the date of this Agreement.

18. **Confidentiality**

- 18.1 The existence of and terms of this Agreement shall remain confidential as between the parties.

19. **Governing Law**

- 19.1 This Agreement and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Ireland and the Irish Courts shall have exclusive jurisdiction.

I would be grateful if you would acknowledge your acceptance of the terms of this letter by signing and returning the attached copy to me.

We, the Recipient, hereby confirm our understanding (having obtained the relevant independent legal advice), our agreement and acceptance to the terms of this Agreement.

Signed _____

XXXX (state title and authority to so sign) for and on behalf of the Recipient

Dated