

MANDON LIMITED
71 UPPER LEESON STREET
DUBLIN 2

2018

[Name and address of recipient]

Dear Sirs

We understand that the Receiving Party is interested in entering into discussions with the Disclosing Party concerning the proposed sale of 2 – 4 Claremont Road, Sandymount, Dublin 4 (the “**Proposed Transaction**”) (as defined below).

For that purpose the Disclosing Party is prepared to make available to the Receiving Party certain information relating to the assets the subject of the Proposed Transaction and other confidential information:

1. **Definitions**

In this Agreement unless the context otherwise requires

“**Agents**” means the directors, officers, employees, agents, auditors and professional advisors of each Party.

“**Agreement**” means this agreement.

“**Confidential Information**” means any and all information or data relating to the Proposed Transaction and regarding the business and / or activities of the Disclosing Party and its respective group companies and affiliates as may from time to time be disclosed by or on behalf of the Disclosing Party to the Receiving Party or to which the Receiving Party may be provided access by the Disclosing Party on or after the date of this Agreement (including by way of providing access to a data room, whether on-line or otherwise) and in whatever form, whether in writing or orally irrespective of the form of communication, whether marked confidential or not, including without limitation, presentations, letters, e-mails, facsimiles, reports, surveys, minutes, circulars, memoranda, meeting notes, case materials, agreements, contracts, security documents, offer letters and other instruments / documents or any other information or data, and any and all copies, analyses, compilations, methodologies, notes, studies, memoranda or other documents derived from, containing or reflecting such information prepared by the Receiving Party and / or its Agents (as defined below). Confidential Information may include information received from third parties acting in co-operation with, or for, the Disclosing Party.

“**Data Room Rules**” means the rules issued by the Disclosing Party from time to time and at any time whether on or after the date of this Agreement governing access to and management of any data room in respect of the Proposed Transaction, to which the Receiving Party is subject.

“**Disclosing Party**” means Mandon Limited and references to acts of the Disclosing Party includes acts of the Disclosing Party’s Agents.

“**Party**” means either of the Disclosing Party or the Receiving Party and together the “**Parties**”.

“**Receiving Party**” means []

2. **Provision of information**

2.1 The Receiving Party acknowledges that neither the Disclosing Party, its group companies or its affiliates, nor their respective Agents, makes any representation, warranty, assurance, guarantee or other inducement of any kind to the Receiving Party or to any other person with respect to the Confidential Information or with respect to the accuracy or completeness of the Confidential Information or with respect to the non-infringement of trade marks, patents, copyrights or any other intellectual property or other third party rights nor shall they have any liability to the Receiving Party in respect of the Confidential Information (unless otherwise agreed in writing after the date of this Agreement).

2.2 Nothing in this Agreement may be construed as compelling either Party to disclose any Confidential Information to the other or to enter into any further contractual relationships. The Receiving Party acknowledges that the provision of Confidential Information will not constitute an offer by the Disclosing Party, nor will the Confidential Information or the disclosure thereof form the basis of any contract, nor a representation, which may be relied upon by the Receiving Party save as expressly agreed in writing between the Parties.

2.3 The Receiving Party acknowledges that the Disclosing Party shall have no obligation to update or correct any inaccuracy in the Confidential Information.

3. **Duty to maintain confidentiality**

3.1 The Receiving Party agrees that it will maintain all Confidential Information, in the strictest confidence, that the Confidential Information will be used by the Receiving Party exclusively for the purposes of the Proposed Transaction (including to assess whether and on what terms it wishes to participate in such transaction) and will not be disclosed to any third parties provided however that such parts (and only such parts) of the Confidential Information may be disclosed to its Agents who need to have such information for such purposes (it being hereby further agreed that the Receiving Party will inform such Agents of the confidential nature of such information and that the Receiving Party will procure that each of its Agents to whom disclosure is made complies with the terms of this Agreement). In any event the Receiving Party shall be responsible for any breach of this Agreement by any of its Agents.

3.2 Subject to clause 3.1 and clause 5, the Receiving Party will not without the Disclosing Party’s prior written consent process any Personal Data (as defined below) contained in the Confidential Information for its own purposes or pass files containing Personal Data to any third party for further processing by that third party or its agents. The Receiving Party shall take all reasonable measures to protect the secrecy of the Confidential Information, and to avoid its disclosure and unauthorised use. Without limiting the foregoing, the Receiving Party shall apply measures which are at least as

stringent as it applies to protect its own confidential information and shall require its Agents who have access to the Confidential Information to protect the secrecy of the Confidential Information in the same manner which shall include maintaining the Confidential Information safe in a secure place at all times and properly protected against theft, damage, loss and unauthorised access (including, but not limited to, by electronic means).

- 3.3 The Receiving Party shall not make any copies of Confidential Information, except as may be necessary to carry out the Proposed Transaction (including to assess whether and on what terms it wishes to participate in such transaction). If the Receiving Party does make copies, it must include on the copies all of the confidential and intellectual property notices (if applicable) of the Disclosing Party (and / or their respective group companies / affiliates) exactly as in the original and all copies or reproductions thereof shall be deemed to be the property of the Disclosing Party.
- 3.4 The Receiving Party shall not without the prior written consent of the Disclosing Party, disclose to any person or body other than its Agents or otherwise as permitted herein either the fact that discussions or other work relating to the Proposed Transaction are taking place or any of the terms, conditions or other matters relative to the Proposed Transaction, including the status thereof and the existence and terms of this Agreement.

4. **Data protection**

- 4.1 The Parties agree that to the extent that the Confidential Information provided to the Receiving Party comprises any Personal Data (as defined under the Irish Data Protection Acts 1988 and 2003 as amended, modified or consolidated (the “DPA”)), any such Personal Data which the Disclosing Party supplies or discloses to the Receiving Party pursuant to this Agreement and / or otherwise as part of the Proposed Transaction, shall be treated as set out below.
- 4.2 The Receiving Party confirms that it has appropriate technical and organisational measures to protect against unauthorised access to, or accidental or unauthorised destruction, loss, alteration or disclosure of any Personal Data contained in the Confidential Information.
- 4.3 The Personal Data shall remain at all times the property of and in the ownership of the Disclosing Party and the Receiving Party shall have no rights whatsoever in respect thereof.
- 4.4 The Receiving Party warrants and undertakes that it shall:
 - (a) comply with the DPA and all other data protection laws and guidance including (without limitation) applicable laws relating to accessing, use and onward disclosure, distribution, exporting, archiving, maintenance and storage of Personal Data and with the terms of this Agreement and process the Personal Data only to the extent strictly necessary in connection with the Proposed Transaction and in accordance with the Disclosing Party’s instructions from time to time;
 - (b) report any incident which gives rise to a risk of unauthorised disclosure, loss, destruction or alteration of the Personal Data to the Disclosing Party immediately upon becoming aware of such an incident and advise the Disclosing Party of the steps that it intends to take to remedy that incident and shall keep the Disclosing Party informed as to the progress and completion of those steps;

- (c) not copy, reproduce or reduce to writing any part of the Personal Data except as may be reasonably necessary for the purposes set out in this Agreement and that any such copies or reductions to writing shall be the property of the Disclosing Party;
 - (d) ensure that only such of its Agents or its Permitted Recipients who may be strictly necessary to assist the Receiving Party in connection with the Proposed Transaction shall have access to the Personal Data;
 - (e) not disclose the Personal Data to a third party in any circumstances other than at the specific request of the Disclosing Party or as otherwise specified in this Agreement or as required to comply with any statutory or regulatory requirement;
 - (f) notify the Disclosing Party immediately upon receiving any notice or communication from any supervisory or government body which relates directly or indirectly to the processing of the Personal Data;
 - (g) other than transfers of Personal Data to the Disclosing Party or to other third parties specified by the Disclosing Party, shall not under any circumstances transfer the Personal Data outside the European Economic Area unless authorised in writing to do so by the Disclosing Party.
- 4.5 Upon expiry or termination of this Agreement or earlier on receipt of a written request from the Disclosing Party, the Receiving Party shall promptly return or destroy all Personal Data disclosed to it by the Disclosing Party including any copies, notes or other materials containing such Personal Data and the Receiving Party shall if so requested by the Disclosing Party, certify to the Disclosing Party that it has complied with this clause 4.

5. Exceptions

- 5.1 The obligations to maintain information confidential in clause 3 shall not apply where the Receiving Party can demonstrate that the Confidential Information:
- (a) is in or enters the public domain otherwise than as a result of a breach of this Agreement; or
 - (b) was known by the Receiving Party or its Agents prior to the disclosure thereof by the Disclosing Party or is subsequently obtained by the Receiving Party or its Agents and received from a source (other than directly or indirectly from the Disclosing Party) permitted to disclose the same free from confidentiality restrictions, or is otherwise lawfully in the possession of the Receiving Party otherwise than as a result of a breach of this Agreement, as evidenced by the written records of the Receiving Party and / or its Agents; or
 - (c) is approved for disclosure pursuant to the prior written consent of the Disclosing Party; or
 - (d) is required to be disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or requested by a competent regulatory body, or authority provided that the Receiving Party, to the extent legally possible, gives written notice to the Disclosing Party once it becomes aware that it may become so compelled, and makes all reasonable effort to protect the Confidential Information in connection with the disclosure and such disclosure shall be limited to the minimum amount of Confidential Information required

to satisfy that disclosure obligation. The Receiving Party shall take such steps as the Disclosing Party may reasonably require to prevent such disclosure and will keep the Disclosing Party promptly and fully informed of all developments relating to any such potential disclosure.

5.2 For the avoidance of doubt, Confidential Information shall not be deemed to be in the public domain merely because it is known to a limited number of third parties having experience in the relevant field. In addition, any combination of elements of the Confidential Information shall not be deemed to be within the foregoing exceptions merely because individual elements of the Confidential Information are in the public domain but only if the combination is in the public domain. Further, if a portion (but not all) of the Confidential Information falls within any one of the above exceptions, the remainder of the Confidential Information shall continue to be subject to the restrictions of this Agreement.

6. No right or title

The Receiving Party acknowledges that the Confidential Information and whatever patent, copyright or other intellectual property rights of whatever nature attaching thereto are and remain the property of the Disclosing Party and neither it nor its agents 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.

7. Redelivery / destruction of confidential information

7.1 The Receiving Party acknowledges and agrees that it will promptly (and at least within 10 Working Days of request) return to the Disclosing Party or destroy (to the extent technically practicable) all of the Confidential Information on receipt of a written request from the Disclosing Party, save that the Receiving Party may retain such copies (including any automatically generated back-up electronic copies) of the Confidential Information solely for the purposes of and, for so long as required by, any law, court, banking, taxation or other regulatory agency or authority. Any copies or portion of any written Confidential Information not so returned or destroyed will be held by the Receiving Party subject to the terms of this Agreement.

7.2 The destruction of Confidential Information and copies, extracts or other reproductions thereof and documents, memoranda, notes, and other writings to the extent that they contain Confidential Information shall, upon the Disclosing Party's written request, be confirmed in writing to the Disclosing Party by an authorised officer of the Receiving Party supervising such destruction.

8. Term

The provisions of this Agreement impose immediately binding legal obligations on the Parties. This Agreement and the confidentiality, non-disclosure and non-use restrictions provided herein shall remain in effect for a period of two years from the date hereof notwithstanding any decision by either or both of the Parties not to proceed with any possible transaction between the Parties and notwithstanding any return or destruction of the Confidential Information.

9. Notice of breach

If the Receiving Party becomes aware that it or its Agent has disclosed any Confidential Information, in breach of this Agreement, the Receiving Party shall, to the extent permitted by law and regulation, promptly notify the Disclosing Party of the disclosure and shall give all commercially reasonable assistance in connection with any proceedings which the Disclosing

Party may institute in respect of any such breach against any of the persons the subject of this Agreement.

10. **Damages**

The Receiving Party acknowledges and agrees that, in the event of a breach by it of this Agreement, damages may not be a sufficient remedy for the Disclosing Party. Accordingly, in addition to other remedies, the Disclosing Party shall have the right to seek injunctive relief and specific performance of the Receiving Party's obligations. Any such remedy shall not be deemed to be exclusive or all-inclusive and shall be in addition to any and all other remedies which may be available to the Parties at law or in equity.

11. **Indemnity**

11.1 The Receiving Party agrees to indemnify the Disclosing Party and hold the Disclosing Party harmless from and against any action, claim or proceedings (and any costs, expenses or other liabilities arising therefrom) brought by any third party as a result of or arising from the unauthorised disclosure by the Receiving Party or by its Agents in breach of its obligations under this Agreement of any of the Confidential Information.

11.2 The Receiving Party agrees to indemnify the Disclosing Party and hold the Disclosing Party harmless from and against any payments, costs, losses, obligations, liabilities, claims, damages and expenses of the Disclosing Party as a result of or arising from any breach by the Receiving Party of its obligations under this Agreement or the unauthorised disclosure by its Agents of Confidential Information.

12. **Announcements**

The Receiving Party 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 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 considers appropriate). If the Receiving Party should agree to proceed with the Proposed Transaction, no announcement of the transaction will be made except by prior agreement with 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 Receiving Party is subject or submits, in which case the Receiving Party shall comply with the provisions of paragraph 5.1(d).

13. **Employees**

The Receiving Party will not contact any employees, directors or officers of the Disclosing Party in respect of the Proposed Transaction without obtaining prior written consent of the Disclosing Party to do so.

14. **Principal**

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

15. **Notices**

Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant Party or sent by pre-paid registered post to the address of that party specified in this Agreement or such other address or number as may be notified hereunder by that party from time to time for this purpose and will be effective notwithstanding

any change of address not so notified. Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address.

16. **Procedure**

The Receiving Party understands and agrees that the procedure for the evaluation of Confidential Information and any negotiations in relation to the Proposed Transaction may be changed or terminated at any time and without notice by the Disclosing Party, and the Receiving Party agrees that the Disclosing Party will be under no obligation to recommend any offer or proposal (whether or not any such offer or proposal is the most favourable offer or proposal received) which may be made by the Receiving Party or on its behalf in the course of any negotiations.

17. **Data Room Rules**

It will be a condition of gaining access to the electronic data room for the Proposed Transaction that the Receiving Party and its Agents accept and comply with the Data Room Rules. The Receiving Party undertakes to comply with such Data Room Rules including without limitation any restrictions on copying and/or printing.

18. **No waiver of rights**

It is further understood and agreed that no failure or delay by the Disclosing Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

19. **No partnership**

It is understood that this Agreement constitutes a confidentiality and non-disclosure agreement only. It shall not be construed as giving effect to or otherwise implying a teaming, joint venture, partnership, agency or other such arrangement and neither Party shall be committed to the other Party in any way (save as set out in this Agreement) or obliged to enter into any transaction unless and until a further formal agreement is duly executed and delivered and neither Party is obligated in any way to enter into such agreement. Nothing in this Agreement shall grant to any of the Parties the right to make commitments of any kind on behalf of the other Party without the prior written consent of the other Party.

20. **Representations**

Each of the Parties represents that it has full power and authority to execute and deliver this Agreement in the manner in which it does so and to comply with the provisions of, and perform all its obligations and exercise all of its rights under this Agreement. To the extent that this Agreement is signed by an authorised signatory, that party confirms in signing this Agreement that it has full authority to bind the relevant Party to this Agreement.

21. **Variation**

This Agreement may not be supplemented, amended, varied and modified in any manner except in writing and signed by a duly authorised officer or representative of each of the Parties hereto.

22. **Entire agreement**

This Agreement expresses the entire agreement and understanding of the Parties with respect to the subject matter hereof (with the exception of the Data Room Rules) and supersedes all prior agreements and understandings.

23. **Counterparts**

This Agreement may be executed by the Parties on separate counterparts and, if so executed, will be as if all counterparts were on a single copy of this Agreement and any Party may enter this Agreement by executing a counterpart.

24. **Joint and Several**

If the Receiving Party comprises more than one person, the commitments herein are made on behalf of all such persons and the liability arising in this Agreement is joint and several amongst these persons.

25. **No assignment**

Neither Party may assign or transfer this Agreement in whole or in part without the prior written consent of the other Party. Any purported assignment in violation of the foregoing shall be null and void. Any assignment will not relieve the assigning Party of its obligations of confidentiality under this Agreement.

25. **Severability**

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

26. **Governing law and jurisdiction**

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with the laws of Ireland and the Parties hereby agree to submit to the exclusive jurisdiction of the courts of Ireland.

Yours faithfully

Duly authorised for and on
behalf of the Disclosing Party

ACCEPTANCE

We hereby agree to the matters set out in the letter dated _____ from the Disclosing Party (as set out therein) (of which this is a copy).

The following is a list of our personnel / employees (together with details of their position/occupation) and professional advisers who are directly concerned with our appraisal of the Proposal.

Please indicate which one of these individuals will be authorised to submit queries to the Disclosing Party on your behalf.

PERSONNEL DETAILS	
Name and Email Address	Position/Occupation

PROFESSIONAL ADVISORS	
Name and Email Address	Position/Occupation and Organisation

In consideration of the Disclosing Party making available the Confidential Information, we hereby agree to the matters set out in this Agreement.

Dated

Duly authorised for and on behalf of
the Receiving Party

NAME and TITLE (in block capitals):