

BETWEEN:

1. _____ having its registered office at
(the “**Disclosing Party**”);
 2. _____ a company duly incorporated under the laws of
Ireland with registered number _____, having its registered office at
(the “**Receiving Party**”).
- (Each a “**Party**” and together the “**Parties**”).

BACKGROUND:

- A. The Disclosing Party proposes to dispose of property at
(the “**Property**”).
- B. The Receiving Party has expressed an interest in acquiring the Property, and to facilitate this, it is intended that the Disclosing Party will disclose certain Confidential Information before and after the Effective Date, as hereinafter defined, to the Receiving Party and may continue to disclose such confidential information.
- C. The Confidential Information is of a confidential, commercially valuable and highly sensitive nature. The unauthorised disclosure of the Confidential Information will or might materially prejudice, amongst other matters, the business, goodwill and reputation of the Disclosing Party.
- D. Any Confidential Information which may have been disclosed or which will be disclosed by the Disclosing Party to the Receiving Party, is disclosed strictly on the basis of the terms and conditions hereinafter set out.
- E. The Receiving Party is strictly prohibited from releasing any of the Confidential Information to any other party save as may be permitted in accordance with the provisions of this Agreement.

NOW THE PARTIES AGREE as follows:

1. Interpretation

- 1.1 In this Non Disclosure Agreement, the following expressions have the following meanings except if the context otherwise admits or requires:

“**Confidential Information**” includes:-

- (i) all information of whatever nature relating to the Disclosing Party, or the Property which has been before or after the Effective Date disclosed by the Disclosing Party to the Receiving Party or to which the Receiving Party has been before or after the Effective Date given access, whether in oral, written, graphic, photographic, digital or in any other form whatever which has been prepared in respect of the Property for the Disclosing Party, the title deeds, borrowings, security documentation, condition reports, all know-how, Intellectual Property Rights, ideas, discoveries, trade and other secrets, experience, drawings, designs, diagrams, lists, computer programs, models,

samples, analyses, algorithms, techniques, data, formulae, standards, plans, client lists, details of any clients or work undertaken for any clients, programmes, specifications and all other information in the possession or procurement of the Disclosing Party which it has disclosed to the Receiving Party and any other matters relating to the financial affairs, prices, plans, operations, strategies, management and business of the Disclosing Party which it has disclosed to the Receiving Party; and

- (ii) this Non Disclosure Agreement;

“Effective Date” means the date hereof;

“Intellectual Property Rights” means, in relation to the Disclosing Party, without limitation, any and all intellectual property rights including, without limitation, any and all patents, designs, copyright, discoveries, ideas, concepts, improvements, information, topography and semi-conductor chip rights, business names, database rights, processes, design rights, trade-marks, service marks, logos, business methods, trade secrets, rights in know-how or business methods (whether patented or not and whether or not same is capable of being patented), rights of confidence or industrial or ancillary property rights of any nature whatever of the Disclosing Party existing now or in the future in any part of the world whether registered or unregistered or any application by or on behalf of the Disclosing Party to register any of the foregoing rights in any part of the world and whether such rights are current or prospective and goodwill in relation to any of the foregoing;

2. Confidentiality

- 2.1 In consideration of the disclosure of the Confidential Information and of the relationship between the Parties, the Receiving Party agrees, acknowledges, covenants and undertakes to the Disclosing Party:

- 2.1.1 to use the Confidential Information strictly and only for the purpose of facilitating the Receiving Party in formulating a bid for the acquisition of the Property and for no other reason, matter or purpose of any nature whatever;
- 2.1.2 to treat and safeguard as private and strictly confidential all Confidential Information received at any time;
- 2.1.3 not at any time to disclose, reveal, or otherwise disseminate the Confidential Information to any person or party whatever or to permit any person or party any form of access to the Confidential Information without the prior written consent of the Disclosing Party;
- 2.1.4 to keep the Confidential Information secure and confidential with the same care as the Receiving Party uses or would use to protect its own Confidential Information and with the same degree of care that any company in the same industry as the Receiving Party would be expected to exercise and in any event with all due care and, when not in use, the Confidential Information will be stored in a manner appropriate to its sensitivity;
- 2.1.5 not to use the Confidential Information, or permit or assist a third party to use the Confidential Information, to procure a commercial advantage over the Disclosing Party or an advantage which is in any way likely to be prejudicial, whether directly or indirectly, to the Disclosing Party or to the business, goodwill or reputation of the Disclosing Party;

- 2.1.6 not to use the Confidential Information or permit or assist a third party to use the Confidential Information to attract management, employees, advisors, agents, representatives, consultants, contractors, sub-contractors or customers away from the Disclosing Party;
- 2.1.7 not to copy, take or produce samples from, or make or compose models, drawings, designs, diagrams, lists, computer programs, analyses, algorithms, data, formulae, standards, plans, programmes or specifications or any other matter in any way based on or however derived from the Confidential Information without the written consent of the Disclosing Party;
- 2.1.8 if it is discovered that any unauthorised disclosure of the Confidential Information has been made by the Receiving Party, the Receiving Party will immediately advise the Disclosing Party in writing of the full extent and nature of such unauthorised disclosure and when and to whom same was made and will take any and all such steps as the Disclosing Party may require to remedy the situation; and
- 2.1.9 that, subject to Clause 3, the entire of the undertaking and obligations of confidentiality set out in this Non Disclosure Agreement shall survive termination or expiration of this Non Disclosure Agreement only for so long as and to the extent that the Confidential Information remains confidential.

3. Permitted Disclosure of Confidential Information

- 3.1 The Receiving Party may permit access to the Confidential Information and may disseminate same to those officers, consultants, management and employees required in the course of their duties to consider the Confidential Information for the purposes of the services they provide to the Receiving Party provided that:
 - 3.1.1 such access and dissemination is strictly on a need-to-know basis;
 - 3.1.2 the Receiving Party procures in advance that any and all such persons who have access to any Confidential Information are made aware of and agree to observe and be bound by the terms of this Non Disclosure Agreement; and
 - 3.1.3 the Receiving Party will, at the request of the Disclosing Party, forthwith produce a separate non-disclosure agreement signed by each and every such officer, manager and employee, the terms of which non-disclosure agreement will be the same as or no less onerous than those set out in this Non Disclosure Agreement.
- 3.2 The Receiving Party may permit access to the Confidential Information and may disseminate same to those of its advisers, agents, representatives, contractors, sub-contractors and consultants upon receipt of the prior written consent of the Disclosing Party to do so provided that:
 - 3.2.1 such access and dissemination is strictly on a need-to-know basis and is strictly in accordance with the terms of the prior written consent of the Disclosing Party;
 - 3.2.2 the Receiving Party procures that any and all such persons who have access to any Confidential Information are made aware of and agree to observe and be bound by the terms of this Non Disclosure Agreement; and

- 3.2.3 the Receiving Party will, at the request of the Disclosing Party, forthwith produce a separate non-disclosure agreement signed by each and every such adviser, agent, representative, contractor, sub-contractor and consultant, the terms of which non-disclosure agreement will be the same as or no less onerous than those set out in this Non Disclosure Agreement.
- 3.3 Notwithstanding the provision of Clause 3.2.3, in addition to the parties to whom the Confidential Information may be disseminated in accordance with Clause 3.1, the Receiving Party may permit access to the Confidential Information and may disseminate same to debt/equity funders provided always that prior to permitting access or disseminating to the Confidential Information to such persons the Receiving Party shall procure that a separate non-disclosure is agreement signed by each and every such debt/equity funder and a copy is provided to the Disclosing Party.
- 3.4 If the Receiving Party becomes compelled by any act of government or other competent or regulatory authority to disclose any of the Confidential Information, the Receiving Party will give notice of such fact to the Disclosing Party prior to any disclosure so that the Disclosing Party may seek an appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement.
- 4. Proprietary Nature of Confidential Information**
- 4.1 Confidential Information will remain the property of the Disclosing Party only at all times and the Disclosing Party reserves all existing and applicable Intellectual Property Rights in the Confidential Information or any part of the Confidential Information and no right, licence or interest of any nature whatever in the Confidential Information or any part of the Confidential Information is granted to the Receiving Party by this Non Disclosure Agreement. The Receiving Party agrees and undertakes that it shall not claim any right, title or interest of whatever nature in or to the Confidential Information or any part thereof. For the avoidance of doubt, the Receiving Party acknowledges that any and all ideas contained in the Confidential Information are the intellectual creation of the Disclosing Party and no other party and are the sole, exclusive and unfettered property of the Disclosing Party. The Receiving Party shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership or identity from any originals or copies of Confidential Information.
- 5. Visitor Access**
- 5.1 Where any Party's personnel visit the premises of another Party in connection with the subject matter of this Non Disclosure Agreement and such visiting personnel are required to "sign-in" in accordance with any entry obligations for visitor access, this Non Disclosure Agreement shall take precedence over any declarations, conditions or undertakings relating to confidentiality sought to be imposed by such sign-in procedures.
- 6. Return of Confidential Information**
- 6.1 Once the Receiving Party has completed its review of the Confidential Information, the Receiving Party will immediately and without undue delay:
- 6.1.1 make no further use of the Confidential Information;

- 6.1.2 return to the Disclosing Party all Confidential Information, insofar as the same is in tangible form, together with all copies thereof;
- 6.1.3 deliver to the Disclosing Party all documentation and/or information which might derive from the disclosure by the Disclosing Party of the Confidential Information, and deliver to the Disclosing Party or destroy the items of Confidential Information referred to in together with all copies thereof;
- 6.1.4 delete or expunge all Confidential Information from any computer, word processor or other device containing such information; and

7. No Representation or Warranty

- 7.1 No representation or warranty whatever is made or given as to the Confidential Information including, without limitation, any representation or warranty as to the accuracy, reliability or the completeness of the Confidential Information or as to the reasonableness of any assumptions on which the same is based or that the use or possession of the Confidential Information does not infringe any intellectual property rights that may be held by a third party in respect of any such Confidential Information and the Receiving Party agrees that the Disclosing Party and its officers, employees, management, consultants, representatives, contractors, sub-contractors, advisers and agents shall have no direct or indirect liability whatever to the Receiving Party resulting from the use or possession of the Confidential Information.

8. Avoidance of Loss

- 8.1 The Receiving Party will not do, say, discuss, divulge, reveal or otherwise howsoever disclose or grant access to any Confidential Information which would result in any damage or loss to the Disclosing Party whether direct, indirect, economic or consequential, including, but not limited to, loss of administrative cost, loss of contracts, loss of reputation, loss of business and loss of goodwill.

9. Indemnity

- 9.1 The Receiving Party hereby agrees to fully indemnify and keep fully indemnified the Disclosing Party against any loss or any damages, actions, proceedings, costs, claims, expenses or demands whatever incurred by the Disclosing Party arising out of any breach by the Receiving Party or any of its officers, employees, contractors, sub-contractors, management, consultants, representatives, advisers and agents of any of the terms and/or provisions of this Non Disclosure Agreement.

10. Acknowledgment

- 10.1 The Receiving Party agrees, confirms and acknowledges that:
 - 10.1.1 the Confidential Information disclosed under this Non Disclosure Agreement is of a confidential, commercially valuable and highly sensitive nature;
 - 10.1.2 the unauthorised disclosure of Confidential Information may diminish the value of the proprietary interests that are the subject of this Non Disclosure Agreement;
 - 10.1.3 the Disclosing Party may suffer irreparable loss and/or damage in consequence of such unauthorised disclosure;

- 10.1.4 monetary damages may be inadequate to protect Confidential Information;
- 10.1.5 the Disclosing Party is entitled at all times to equitable relief to protect its interests in the Confidential Information;
- 10.1.6 the Disclosing Party may take such action as it deems necessary to protect the Confidential Information
- 10.1.7 the Receiving Party will be responsible for costs incurred by the Disclosing Party in consequence of any unauthorised disclosure by the Receiving Party or any of its officers, employees, management, consultants, representatives, contractors, sub-contractors, advisers and agents of the Confidential Information or any part of the Confidential Information.

11. No Commitment

- 11.1 Nothing in this Non Disclosure Agreement commits either Party to enter into any commitments with the other Party in respect of the Property.
- 11.2 This Non Disclosure Agreement cannot be construed as an obligation on either Party to disclose or grant access to Confidential Information or to enter into any further agreement.

12. Publicity

- 12.1 The Receiving Party shall not advertise or publicly announce that it has entered into this Non Disclosure Agreement or the existence thereof without the prior consent of the Disclosing Party nor use the Disclosing Party's name for promotional or marketing purposes except by prior mutual agreement provided that any such advertisement, announcement or use is strictly in accordance with the terms of such prior agreement.

13. Term and Termination

- 13.1 This Non Disclosure Agreement is effective as and from the Effective Date and will remain in force from the Effective Date unless and to the extent that it is superseded by the provisions of a further written agreement concluded between the Parties in relation to the Confidential Information the subject matter of this Non Disclosure Agreement or is terminated by the Disclosing Party by notice in writing with immediate effect to the Receiving Party.

14. Notices

- 14.1 Any notice to be served on either of the Parties by the other Party under this Non Disclosure Agreement shall be in writing and shall be sent to the addressee by registered pre-paid post at the following address (or such other address as the addressee shall have notified to the party giving the notice):

For the Disclosing Party:

For the Receiving Party:

15. Choice of Law and Jurisdiction

- 15.1 All disputes between the Parties arising out of or in any way relating to this Non

Disclosure Agreement or any other disputes between the Parties in any way connected with the subject matter of this Non Disclosure Agreement shall be governed by and construed in accordance with the laws of Ireland.

15.2 Each of the Parties hereby submits to the exclusive jurisdiction of the Irish courts for the purpose of any proceedings arising out of or in any way relating to this Agreement or any other proceedings in any way connected with the subject matter of this Non Disclosure Agreement.

15.3 Nothing contained in this Clause 15 shall limit:

15.3.1 the right of the Parties to seek provisional or protective relief in the courts of another state prior to, during or after any substantive proceedings have been instituted in Ireland pursuant to Clause 15.1;

15.3.2 the right of the Parties to bring enforcement proceedings in another state on foot of an Irish judgment.

16. Entire Agreement

16.1 This Non Disclosure Agreement represents the entire of the understanding of the Parties concerning the subject matter hereof and, save as provided herein, overrides and supersedes all prior promises, representations, understandings, arrangements, agreements, concerning the same which are hereby revoked by mutual consent of the Parties. The Receiving Party acknowledges and agrees that in entering into this Non Disclosure Agreement, it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Non Disclosure Agreement or not). Nothing in this Clause 16.1 shall restrict or limit and liability for fraud or fraudulent misrepresentation.

17. Assignment

17.1 The Disclosing Party may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and/or obligations under this Non Disclosure Agreement.

17.2 The Receiving Party may not at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and/or obligations under this Non Disclosure Agreement without the prior written consent of the Disclosing Party (the issue of such consent being in the sole discretion of the Disclosing Party). Upon receipt of the written consent to such an assignment by the Disclosing Party, the Receiving Party shall procure that the assignee agrees to observe and be bound by all the obligations and duties under this Non Disclosure Agreement.

17.3 This Non Disclosure Agreement shall benefit Parties, their successors and assigns and is binding upon the successors and assigns of the Parties.

18. Variation and Waiver

18.1 This Non Disclosure Agreement may not be amended, unless in writing and signed by a duly authorised representative of both Parties.

18.2 A waiver by either Party of any breach by any other party of any of the terms, provisions or conditions of this Non Disclosure Agreement or the acquiescence of

such Party and any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary thereto.

19. Agency

- 19.1 Nothing in this Non Disclosure Agreement shall be construed as creating the relationship of principal and agent, partners, joint venturers, employer/employee or any other similar legal relationship between the Parties.
- 19.2 Nothing in this Non Disclosure Agreement shall confer on either Party the right to make any commitment of any kind on behalf of the other Party.

20. Counterparts

- 20.1 This Non Disclosure Agreement may be entered into in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

21. Data Protection

- 21.1 Each Party is responsible for its compliance with the Data Protection Acts 1988 and 2003, as amended and extended, and any other applicable data protection legislation.

22. Non-Solicitation

The Receiving Party covenants and undertakes with the Disclosing Party that it shall not at any time for a period of six (6) months after the date of this Agreement offer employment to, or enter into a contract for services with, solicit or attempt to entice away from any individual who is at the date of this Agreement or subsequently, employed or engaged directly or indirectly with the Disclosing Party or the Property.

23. Severability

- 23.1 If any part of this Non Disclosure Agreement is found by a Court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Non Disclosure Agreement which will continue to be valid and enforceable to the fullest extent permitted by applicable law.

IN WITNESS whereof the Parties have executed this Non Disclosure Agreement the day and year first herein written:

Signed for and on behalf of the
Disclosing Party

Name:

Print:

Title:

Date:

Signed for and on behalf of the **Receiving
Party:**

Name:

Print:

Title:

Date: