

## NON-DISCLOSURE AGREEMENT

### THE HERITAGE HOTEL & SPA, KILLENARD, CO. LAOIS.

Be it hereby understood and agreed that confidential information on the property opportunity described above ("the Property") will be delivered, discussed, made available or otherwise introduced by CBRE (the "Agents") to you.

The Agents will supply to you certain information ("Confidential Information") concerning the Property (including, but not limited to, information in writing, pictorially, in machine readable form or orally, this letter and all information contained in the virtual website set up specifically in relation to this purchasing opportunity), strictly on condition that you undertake to maintain the confidentiality of all such material. All information supplied to you in relation to the Property will be Confidential Information.

Neither the Agents nor the Vendor of the Property will make any warranty or representation as to the accuracy, reliability or completeness of the Confidential Information and no legal liability is assumed or to be implied in respect thereof. The Confidential Information is intended solely for your own limited use in considering whether to pursue negotiations to acquire the Property; it does not purport to be all inclusive or to contain all the information which a prospective purchaser may require.

In consideration of the supply of Confidential Information to you, you hereby undertake and agree by countersigning this letter to:-

1. Treat all Confidential Information as strictly private and confidential and safeguard it accordingly and not disclose or discuss it with any individuals whatsoever, other than (to the extent necessary): Your employees who are required to see the information for the purposes of your evaluation; and your professional advisers and you will notify us the name of each recipient of any confidential information.
2. Ensure that all of the above parties will observe the same restrictions on the use of Confidential Information as are contained in this undertaking (as if they were named in your place) and you shall be responsible for any breach by any of your employees and/or professional advisors of the terms of this undertaking;
3. Use Confidential Information solely for the purpose of evaluating whether to make a proposal of any offer relating to the Property and not in any way to the detriment of the Vendor of the Property or the Agents;
4. Keep all materials containing Confidential Information in a safe and secure place separate from your own documents and information and on receipt of a written demand from us, immediately return all Confidential Information (including machine readable form) and all copies which are in your possession or that of your professional advisors and to destroy all other records of Confidential Information (including erasing any copies held on any computer or information storage system);
5. Acknowledge that all Confidential Information shall remain the property of the Vendor of the Property and not to use it if directly or indirectly for the purpose of your own business or to obtain commercial advantage.
6. Not make, permit or procure to be made or solicit or assist any other person to make, any announcement or disclosure of the existence of the proposal or an interest in it without our prior written consent. If the parties should agree to proceed with the proposal, no announcement of the transaction will be made except by mutual agreement between the parties.
7. Not, for a period of two years from the date hereof, solicit, endeavour to entice away, employ or offer to employ or seek to have any contact with any employee of the Property and
8. Agree that documents, whether containing Confidential Information or otherwise, or any oral communication in connection therewith, made available to you or to your employees and/or your professional advisors prior to, in the course of, or for the purpose of, negotiations in relation to the proposal, will not constitute an offer or invitation, nor will these documents, nor the information contained in

them, nor any oral communication in connection therewith, form the basis of, or any representation in relation to, any contract.

You also agree and undertake that neither you nor any of your officers or employees or professional advisers will make any approach to our clients, or the Property itself without our prior knowledge and authority.

Nothing in this letter shall be construed as requiring any member of the Vendor's and/or CBRE Hotels organisation, to disclose any confidential information.

The undertakings in this letter will remain binding for one full year from the signing date unless you complete the purchase of the Property when this will cease.

This undertaking and the terms therein are governed by the laws of Ireland and the Irish Courts will have exclusive jurisdiction to hear, settle and/or decide any disputes related to this letter and this undertaking shall be construed in all respects in accordance with Irish Law.

You acknowledge that any breach of this letter would result in serious damage being sustained by our clients and as a result you unconditionally agree to indemnify them fully for all loss occasioned by any breach and waive your right to oppose the granting of any vital relief sought.

Your signature to this letter constitutes your binding acceptance to all of the above agreements and undertakings.

Yours faithfully,

John Hughes  
CBRE I Hotels  
One, Burlington Road  
Ballsbridge  
Dublin 4  
Ireland  
Email: [john.hughes@cbrehotels.com](mailto:john.hughes@cbrehotels.com)

We hereby accept and undertake to you the terms set out in the above letter and confirm that the signatory to this form of acceptance has been duly authorised.

Please note: Signature and all other details below are required prior to returning this agreement.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_