



Click-Through Non-Disclosure Agreement

This Click-Through Non-Disclosure Agreement ("**Agreement**") is entered into as of today ("**Effective Date**") by and between Green Liffey Limited (the "**Vendor**") and you (the "**Prospective Buyer**"), the entity/individual accessing certain Confidential Information (as defined below) relating to the proposed sale of Block 4 and Block 5, Harcourt Centre, Harcourt Road, Dublin 2 (the "**Property**") (hereinafter referred to as the "**Proposed Transaction**") for the purposes of evaluating the Proposed Transaction and participating in the bidding process for the purchase of the Property (the "**Purpose**").

The Vendor wishes to ensure that the Confidential Information (as defined below) revealed by the Vendor in connection with the Purpose remains confidential and is not used by the Prospective Buyer for any purpose other than in connection with the Proposed Transaction.

In consideration of the Vendor making available the Confidential Information (as defined below) to the Prospective Buyer, the Prospective Buyer undertakes by clicking the "Submit" button on the CBRE website 4and5harcourtcentre.ie (the "**Website**") to be bound by this Agreement and the VDR Rules (as defined below) and maintain the confidentiality of the Confidential Information and any associated negotiations in accordance with the terms set out herein and the VDR Rules.

IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

1.1 The following definitions and rules of interpretation in this clause apply in this Agreement:

"Affiliate" means any person which is controlled by a party hereto, which controls a party hereto or which is under common control with a party hereto and in the case of an Irish company, an Affiliate means a company which is in a group with a party hereto pursuant to Section 8 of the Companies Act, 2014 and in the case of a company not being subject to the Companies Act 2014, an Affiliate means a company which but for that fact, would be in a group of companies pursuant to Section 8 of the Companies Act 2014 with a party hereto;

"Confidential Information" means all information (in whatever form being electronic, digital, paper based, oral, or otherwise, tangible or intangible) and however recorded, preserved or disclosed or made available, directly or indirectly, by the Vendor or its employees, officers, representatives or advisers to the Prospective Buyer and its Representatives whether or not noted thereon to be confidential including but not limited to:

- (a) the fact that discussions and negotiations are taking place concerning the Proposed Transaction and the status of those discussions and negotiations;
- (b) all records, reports, surveys, valuations, results, maps, charts, strategic and financial plans, operating, technical and other data;
- (c) all information obtained by the Prospective Buyer through visual inspection of the Property;
- (d) marketing data, feasibility study, planning materials, specifications, Personal Data, title documents, information and correspondence relating to tenants and licensees of the Property, financial information, security reviews, operational/administrative information and commercial information;
- (e) the existence and terms of this Agreement;
- (f) any information or analysis derived from, or relating to, the Confidential Information (including any and all reports, analyses, compilations, studies and other documents prepared by the Prospective Buyer and/or its Representatives which contain or otherwise reflect or are generated from the information specified above or in connection with the Purpose), but not including any information that:
 - (i) is or becomes generally available to the public (other than as a result of its disclosure by the Prospective Buyer and/or its Representatives in breach of this Agreement or any other agreement), (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or
 - (ii) was lawfully in the possession of the Prospective Buyer before the information was disclosed to it by the Vendor as evidenced by written records of the Prospective Buyer; or
 - (iii) the parties hereto agree in writing is not confidential or may be disclosed;

"Data Protection Laws"

means the Data Protection Acts 1988 to 2018 as amended, modified or consolidated or, on and with effect from its effective date, by the General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (the "**GDPR**");

"Data Incident "	Protection	means a breach of security, including any suspected breach of security, leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed;
"Personal Data"		has the meaning given to that term by the Data Protection Laws;
"Representatives"		means a director, officer, employee, agent, accountant, lawyer, consultant, commercial banker or financial advisor;
"VDR Rules"		means the VDR Rules issued by the Vendor from time to time and at any time whether before or after the date of this Agreement relating to the use of the Website and any Confidential Information made available thereon the current copy of which are annexed at Schedule 1 hereto.

- 1.2 References to the Vendor include advisors, agents, consultants, employees, officers, representatives and servants of the Vendor.
- 1.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

2 Non-Disclosure of Confidential Information

- 2.1 The Prospective Buyer shall, and shall procure that its Representatives shall:
- (a) keep the Confidential Information confidential and not use or exploit the Confidential Information in any way except for the purposes of the Purpose;
 - (b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
 - (c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Vendor);
 - (d) not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;
 - (e) keep separate the Confidential Information from all documents and other records of the Prospective Buyer and not incorporate any part of the Confidential Information in any documents prepared by it unless such documents are directly related to the Purpose;
 - (f) apply the same security measures and degree of care to the Confidential Information as the Prospective Buyer applies to its own confidential information, which the Prospective Buyer warrants as providing adequate protection from unauthorised access, disclosure, copying or use and in particular shall mark all documentation

containing the Confidential Information as being confidential and subject to the terms of this Agreement and indicate that it is contrary to the terms of this Agreement to copy, disclose or use in any manner or fashion such documentation without the prior written consent of the Vendor;

- (g) inform the Vendor immediately on becoming aware, or suspecting, that an unauthorised person has become aware of any Confidential Information.

2.2 The Prospective Buyer may only disclose Confidential Information to those of its Representatives and/or Affiliates who need to know this Confidential Information for the Purpose, provided that:

- (a) it informs such Representatives and/or Affiliates of the confidential nature of the Confidential Information before disclosure and shall use all reasonable endeavours to ensure that its Representatives and/or Affiliates keep the Confidential Information confidential;
- (b) at all times, it is responsible for such Representatives' and/or Affiliates' compliance with the obligations set out in this Agreement; and
- (c) it keeps a written record of such Representatives and/or Affiliates.

3 Exceptions

3.1 The foregoing obligations shall not apply to any Confidential Information which:

- (a) is in the public domain at the time of disclosure or later becomes in the public domain through no fault of the Prospective Buyer;
- (b) can be reasonably shown to have been lawfully known to the Prospective Buyer prior to disclosure by the Vendor;
- (c) is disclosed to the Prospective Buyer by a third party who did not obtain such Confidential Information, directly or indirectly, from the Vendor subject to any confidentiality obligations in favour of the Vendor or from any third party who was subject to any such obligation and who was entitled to disclose such information as a matter of right, without any restriction on disclosure and/or use in favour of the Vendor.

3.2 The Prospective Buyer may disclose Confidential Information to the extent absolutely required by law, by any governmental or other regulatory 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 Vendor as much notice of such disclosure as possible, where notice of disclosure is not prohibited and is given in accordance with this clause 3.2, it takes into account the reasonable requests of the Vendor in relation to the content of such disclosure, and provided also that the Prospective Buyer only discloses that portion of the Confidential Information that it is absolutely legally obligated to disclose.

4 Data Protection

4.1 The parties agree that to the extent that the Confidential Information provided to the Prospective Buyer comprises any Personal Data, any such Personal Data which the Vendor supplies or discloses to the Prospective Buyer pursuant to this Agreement and / or otherwise as part of the Proposed Transaction, shall be treated as set out in this Clause 4.

- 4.2 The Parties acknowledge that the Prospective Buyer may transfer Personal Data to its Affiliates. In such a case, the Prospective Buyer shall be directly liable for the observance and proper performance (and any omissions in that regard) by those of its Affiliates who have received Personal Data of the terms and conditions of this Agreement and in particular this Clause 4.
- 4.3 The Prospective Buyer confirms that it has appropriate technical and organisational measures required to protect against unauthorised access to, or accidental or unauthorised destruction, loss, alteration or disclosure of any Personal Data contained in the Confidential Information.
- 4.4 The Personal Data shall remain at all times the property of and in the ownership of the Vendor (as applicable) and the Prospective Buyer shall have no rights whatsoever in respect thereof.
- 4.5 The Prospective Buyer warrants and undertakes that it shall:
- (a) comply with the Data Protection Laws and all other applicable 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 Purpose and in accordance with the Vendor's instructions from time to time;
 - (b) subject to Clause 4.13, not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of any of the Personal Data to any third party unless specifically authorised to do so in writing by the Vendor;
 - (c) implement and maintain such technical and organisational security measures as may be required to comply with the applicable Vendor's data security obligations in the Data Protection Laws;
 - (d) other than transfers of Personal Data to the Vendor or to other third parties specified by the Vendor, shall not under any circumstances transfer the Personal Data outside the European Economic Area unless authorised in writing to do so by the Vendor; and
 - (e) enter into such other written agreement in respect of the processing or transfer of Personal Data as a Vendor may require.
- 4.6 Upon expiry or termination of this Agreement, or upon the earlier written request of a Vendor, the Prospective Buyer shall promptly either return or destroy all Personal Data disclosed to it by the Vendor including any copies, notes or other materials containing such Personal Data and the Prospective Buyer shall if so requested in writing by the Vendor, certify to the Vendor that it has complied with this Clause 4.
- 4.7 The Prospective Buyer shall notify the Vendor as soon as reasonably practicable and in any event within twenty-four (24) hours of:
- (a) any legally binding request for disclosure of Personal Data by a law enforcement regulatory body or other competent authority unless prohibited by law from doing so;
 - (b) receiving any correspondence, notice or other communication whether orally or in writing from the relevant data protection regulator or any other regulator or person, relating to the Personal Data.
- 4.8 Where the Prospective Buyer receives a legally binding request for access to personal data by a law enforcement agency regulatory body or other competent authority, the Prospective

Buyer will inform the Vendor except where such disclosure is itself legally prohibited. The Prospective Buyer will reject any such request which is non-legally binding.

- 4.9 Without prejudice to the other provisions of this Clause 4, if the Prospective Buyer or any of the Prospective Buyer's employees or contractors becomes aware of any Data Protection Incident, or has commenced an investigation to assess whether there has been Data Protection Incident (an Investigation), then the Prospective Buyer shall promptly (but in any event within twenty-four (24) hours of, the earlier of (i): discovery of a Data Protection Incident; or (ii) commencement of an Investigation) notify the Vendor by both telephone and by email. The Prospective Buyer shall, at no additional cost to the Vendor, provide the Vendor with all resources, assistance and cooperation as are required by the Vendor in order for it to comply with its own contractual or legal obligations in respect of the data subjects (as defined in the Data Protection Laws).
- 4.10 For the purposes of Clause 4, the relevant contact details of the Vendor are as follows:
Email: Kyle.rothwell@cbre.com; stephen.aherne@cbre.com
- 4.11 The Prospective Buyer shall execute all such additional documents, give such assistance and do such acts and things as may in the opinion of any Vendor be necessary or desirable in order comply with the Data Protection Laws.
- 4.12 Without prejudice to Clause 4.5(b), the Prospective Buyer shall not permit a third party to process Personal Data on its behalf unless the Prospective Buyer and the third party first enter into a written agreement which imposes the same obligations on the third party as are imposed on the Prospective Buyer under this Agreement and which also imposes the obligations that are required under Data Protection Laws.
- 4.13 To the extent that the Prospective Buyer acts as a data processor on behalf of the Vendor, the Prospective Buyer shall in addition to the obligations set out in this Clause 4 and Clause 2.2:
- (a) inform the Vendor if it is required to process the Personal Data by EU or member state law to which it is subject, prior to such processing, other than where that law prohibits the Vendor from being informed on important grounds of public interest;
 - (b) not appoint any sub-processors except pursuant to Clause 4.5(b);
 - (c) taking into account the nature of the processing by the Prospective Buyer and the nature of the information available to it, assist the Vendor in respect of data subject rights requests under Chapter III of the GDPR and assist the Vendor in complying with its mandatory obligations under Articles 32 to 36 of the GDPR; and
 - (d) make available to the Vendor all information necessary to demonstrate its compliance with its obligations under this Clause 4 and Clause 2.2, and shall allow for and contribute to audits, including inspections, conducted by the Vendor and/or its auditors, having regard to the Prospective Buyer's obligations of confidentiality to third parties other than the Vendor.

5 Reservation of Rights and Acknowledgement

- 5.1 All Confidential Information including any intellectual property rights and other rights (howsoever described) in the Confidential Information are and shall remain the absolute property of the Vendor and no license or any other rights under any trademark, patent, copyright or any other intellectual property right are granted or implied by the disclosure of

Confidential Information to the Vendor. The Prospective Buyer shall not use, reproduce, modify, adapt or make use of Confidential Information or any trademark, patent, copyright or any other intellectual property right of the Vendor save as expressly permitted under this Agreement. None of the Confidential Information which may be disclosed or exchanged by the parties shall constitute any representation, warranty, assurance, guarantee or other inducement of any kind by either party to the other or to any other person(s) with respect thereto including, in particular, with respect to the non-infringement of trade marks, patents, copyrights or any other intellectual property or other rights of third parties.

- 5.2 The Prospective Buyer acknowledges and agrees that the Vendor does not make any express or implied warranty or representation or assume any responsibility concerning its Confidential Information, or the accuracy, reliability or completeness of the Confidential Information and the Vendor does not accept any liability to the Prospective Buyer in respect thereof including, in particular, with respect to the non-infringement of trade marks, patents, copyrights or any other intellectual property or other rights of third parties.
- 5.3 The Prospective Buyer acknowledges that all information, including without limitation all Confidential Information, provided by the Vendor is provided on a non-reliance basis and the Vendor shall not be under any obligation to update or correct any inaccuracy in any Confidential Information or be otherwise liable to the Prospective Buyer in respect of any Confidential Information.
- 5.4 The Prospective Buyer acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Vendor shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.
- 5.5 The Prospective Buyer shall be liable to the Vendor for the actions or omissions of its Representatives in relation to the Confidential Information as if they were the actions or omissions of the Prospective Buyer.
- 5.6 The parties agree not to make, issue, or release any public announcement, statement or acknowledgement of the existence of this Agreement, the discussions between the parties, the Proposed Transaction or any evaluation being undertaken by any party, without the prior written consent of the other parties, except as may be required by law.

6 No Commitment

- 6.1 The parties hereto mutually acknowledge that, except for this Agreement, no party shall be committed to another party in any way, or obliged to enter into any transaction, unless and until a further formal agreement is duly executed and delivered and that no party is obligated in any way to enter into any such agreement.
- 6.2 This Agreement and the supply of Confidential Information does not constitute an offer by the Vendor to sell the Property to the Prospective Buyer or an invitation to purchase or tender for the Property and does not impose an obligation on either party to continue discussions or negotiations in connection with the Purpose and/or the Proposed Transaction.
- 6.3 The Vendor reserves the right to negotiate with one or more parties at any time and to enter into a definitive agreement with respect of the Proposed Transaction without notice to the Prospective Buyer or any other person or entity.
- 6.4 The Vendor also reserves the right, at any time, without prior notice and without providing any reason therefore, (i) to decide not to pursue the Proposed Transaction, and to terminate the

related process in its entirety; and (ii) to terminate further participation in the Purpose by the Prospective Buyer or any other person/entity, and (iii) to modify data, documentation and other procedures or VDR Rules relating to the Proposed Transaction, including the VDR Rules.

- 6.5 The parties agree not to make, issue, or release any public announcement, statement or acknowledgement of the existence of this Agreement, the discussions between the parties, the Proposed Transaction or any evaluation being undertaken by any party, without the prior written consent of the other parties, except as may be required by law.

7 Termination & Survival of Obligations

- 7.1 This Agreement shall govern all communications relating to Confidential Information between the parties hereto in connection with the Proposed Transaction until such time as this Agreement is either expressly superseded by a subsequent agreement between the parties hereto or upon the parties giving to each other not less than ten (10) days prior notice in writing of termination, whichever is earlier provided always that the obligations set forth in this Agreement will survive and continue and will bind the Prospective Buyer and its Representatives, successors and assigns notwithstanding that the Purpose and/or the Proposed Transaction may not be actually implemented by the Parties or their respective Affiliates for a period of two (2) years from the date of termination or expiration of this Agreement howsoever arising.

- 7.2 On termination or expiration of this Agreement, the Prospective Buyer shall, at the request of the Vendor, promptly:

- (a) destroy or return to the Vendor all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Vendor's Confidential Information;
- (b) destroy or permanently erase all the Vendor's Confidential Information from its computer systems; and
- (c) certify in writing to the Vendor that it has complied with the requirements of this clause.

Provided That the Prospective Buyer may retain a copy of the Confidential Information where required by law, order, rule or internal compliance procedure strictly on the basis that the terms of this Agreement shall continue to apply to such Confidential Information notwithstanding the terms of clause 7.1 of this Agreement.

8 Indemnity

The Prospective Buyer shall indemnify and keep fully indemnified the Vendor and its Affiliates at all times from and against any action, claim, cost, demand, expense, liability, loss or proceedings (and any costs, expenses or other liabilities arising therefrom) incurred by the Vendor and/or any Affiliate of the Vendor arising from any breach of this Agreement by the Prospective Buyer and from the actions or omissions of any Representative of the Prospective Buyer representing a breach of this Agreement.

9 Waiver

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement or of a default under

this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. A waiver of a breach of any of the terms of this Agreement or of a default under this Agreement will not prevent a party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law.

10 Entire Agreement and Variation

- 10.1 This Agreement (including the VDR Rules) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 10.2 No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

11 Assignment

- 11.1 The Prospective Buyer may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.
- 11.2 The Vendor may assign transfer, charge or deal in any other manner with this Agreement or any of its rights under it, or purport to do any of the same, or sub-contract any or all of its obligations under this Agreement to any Affiliate.

12 Severability

If any provision of this Agreement is or is held to be void, invalid or unenforceable, then so far as it is void, invalid or unenforceable it has no effect and is deemed not to be included in this Agreement. This shall not invalidate any of the remaining provisions of this Agreement. The Vendor and the Prospective Buyer shall use all reasonable endeavours to replace any void, invalid or unenforceable provision by a valid provision the effect of which is as close as possible to the intended effect of the void, invalid or unenforceable provision.

13 Variation

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

14 Costs

Each party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to in it.

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 or fax to such address or fax number as may be notified hereunder by the parties hereto from time to time for this purpose and will be effective notwithstanding any change of address or fax number

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 or, if by fax upon transmission, subject to the correct code or fax number being received on the transmission report.

16 No Partnership

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

17 Governing Law and Jurisdiction

- 17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including the VDR Rules and non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Republic of Ireland.
- 17.2 The parties irrevocably agree that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 1

VDR RULES

1 Definitions

1.1 In these VDR Rules, unless the content otherwise requires, all capitalised terms shall have the same meaning as set out in the Agreement save for the following expressions which shall have the following meanings:

"Information" means any information made available via the Website (including but not limited to the Confidential Information);

"VDR Rules" means the rules and procedures set out herein which govern access to and operation of the Website;

"Viewers" means the officers, employees, representatives, agents and advisers of the Prospective Buyer including, unless the context admits otherwise, the Prospective Buyer themselves, and Viewer means any one of them.

2 General

2.1 The documentation and material required to conduct due diligence in respect of the Proposed Transaction are exhibited on the Website.

2.2 The Website is a facility offered by the Vendor via the Internet and which allows the Viewers to access Information relating to the Proposed Transaction. In consideration of the use of this Website the Prospective Buyer and the Viewers agree to be bound by these VDR Rules and to adhere to all procedures set out in these VDR Rules. These VDR Rules apply on each and every occasion that the Website is accessed by a Viewer.

2.3 The Information is being provided subject to and is to be used strictly in accordance with the terms of the Agreement. Where Viewers have not accepted the Agreement, the Viewers, by agreeing to the terms and conditions of access to the Website as set out in these VDR Rules, confirm that he/she/it has read or is aware of the Agreement validly countersigned or accepted by an authorised person on behalf of the Prospective Buyer with which the Viewer is associated, and that the Viewer is fully aware of the obligations in the Agreement and agrees to be bound by its provisions as if he/she/it had signed the Agreement.

2.4 Viewers shall ensure that their employees and any consultants and each other person who reports to them:

(a) are aware of their obligations in the Agreement; and

(b) shall comply with the terms of the Agreement.

2.5 Nothing on the Website or contained in these VDR Rules constitutes an offer by the Vendor or any other party to sell any loan, property, asset, business or shares or to enter into any agreement or any form of invitation to treat in any way whatsoever.

2.6 The Prospective Buyer is responsible for use of the Website by any person using a password. Each Prospective Buyer must ensure the confidentiality of its password and prevent any unauthorised person accessing the Website through the use of a password.

- 2.7 The Prospective Buyer and Viewers shall only be granted access to the Website with the prior consent of the Vendor and such consent may be withdrawn at any time without prior notice. The Vendor and its advisors hereby expressly reserve the right to (at their absolute discretion) alter these VDR Rules or to suspend or terminate the right of access of any Viewers to the Website at any time and from time to time without notice.
- 2.8 Each Prospective Buyer must comply with all applicable laws and regulatory requirements relating to its use of the Website. Each Prospective Buyer must also comply with all reasonable instructions given to it by the Vendor relating to the Website.
- 2.9 No representation or warranty, express or implied, is or will be given, and no responsibility or liability is or will be accepted by the Vendor nor any of their respective shareholders, officers, employees or advisers as to the accuracy, reliability or completeness of any Information on the Website. In preparing the Website the Vendor has relied upon and assumed, without independent verification, the accuracy and completeness of all information available from public sources or which was provided to the Vendor by or on behalf of any third party or which was otherwise reviewed by the Vendor and no representation, warranty, undertaking or assurance of any kind, express or implied is or will or has been authorised to be made to the accuracy, reliability or completeness of the Website or as to the reasonableness of any assumption contained in the Information or on which the Information is based. Neither the Vendor nor any of their respective shareholders, officers, employees or advisers will be liable to any party to whom such Information may be disclosed, for any loss or damage howsoever caused arising directly or indirectly out of the inaccuracy, unreliability or incompleteness of any of the Information, for any reliance on any statement or assumption made or contained in the Information or for any damage as a result of loss or interruption to a Viewer's access to the Website.
- 2.10 The Vendor does not guarantee that access to the Website will be available at any or all times or that the Website will meet any minimum performance or security standards and the Vendor shall not be liable or responsible for any loss or damage of any nature whatsoever (whether foreseeable or not) as a direct or indirect consequence thereof. Whilst every effort is made to keep viruses and similar malicious software or code out of the Website, the Vendor does not accept any liability or responsibility for any damage done by such elements or any loss, disruption or damage to Viewers' computer systems that may occur while accessing any Information.
- 2.11 The Prospective Buyer must obtain (and will be deemed to have obtained) its own independent legal, taxation, financial, commercial, regulatory, technical and other advice in relation to the Information or otherwise made available to the Prospective Buyer before or during the Proposed Transaction. Nothing in the Website should be construed as legal, taxation, financial, commercial, regulatory, technical or other advice by the Vendor for the Prospective Buyer all of which the Prospective Buyer acknowledges that it should seek from its own advisors.

3 Conditions of Access

- 3.1 Viewers agree and acknowledge that they are being granted access to the Information contained on the Website solely in order to review the Information and for the Purpose. Viewers understand that their access to the Website is subject to the following additional conditions:
- (a) Viewers acknowledge that the Information on the Website has been prepared to assist the Prospective Buyer in making its own evaluation of the Proposed Transaction. The Vendor does not warrant or represent the Information as being all-inclusive or to

contain all information that may be desirable or necessary in order to properly evaluate the Proposed Transaction.

- (b) All of the Information contained on the Website is considered confidential and is subject to the Agreement. Viewers will maintain the Information in confidence and will not disclose any of the Information to others except as expressly permitted by the Agreement.
- (c) Viewers will not attempt to download, scan, copy, print or otherwise capture any of the Information contained on the Website, except that Viewers may print Information for which the print capability has been enabled as indicated by the Website index.

4 Terms of Use

4.1 While using the Website, Viewers must:

- (a) Not share their username and/or password with any other person;
- (b) Shut down their browser when they have finished using the Website;
- (c) Not leave their computer or other communications device through which they access the Website unattended whilst connected to the Website;
- (d) Take all reasonable steps to ensure that none of the Information is visible to, or capable of being, overlooked by other unauthorised persons;
- (e) Not do anything which may compromise the stability or security of the Website or any of its features; or
- (f) Not deface, mark, alter, modify, vary (including varying the sequence of), damage or destroy in any way any Information contained on the Website.

5 Website Content

5.1 The Vendor may arrange for additional materials to be uploaded to the Website and existing documents on the Website to be updated, replaced or removed at any time, but the Vendor undertakes no obligation to (i) add, update, replace or remove Information, (ii) provide Viewers with access to any of such added, updated, replaced or removed Information or (iii) inform Viewers of any matters of which any of the Vendor become aware that may affect the Information (including, but not limited to, circumstances, developments or events occurring after the date hereof or any error or omission herein that may become apparent after the Information has been uploaded to the Website). It is the responsibility of each Viewer to check the Website regularly to ascertain whether any information has been added to, updated, replaced or removed from the Website.

5.2 Viewers may be notified by e-mail of any new, updated, replaced or removed documents that are uploaded onto the however Vendor reserve the right not to notify Viewers when further materials are published on the Website.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT AND THE VDR RULES. BY CLICKING THE "SUBMIT" BUTTON LOCATED ON THIS PAGE, YOU AGREE TO BE BOUND BY THE AGREEMENT AND THE VDR RULES. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT AND THE VDR RULES, PLEASE DO NOT CLICK THE "SUBMIT" BUTTON. IF YOU DO NOT ACCEPT THE AGREEMENT AND THE VDR RULES, YOU MAY NOT USE OR ACCESS THE INFORMATION.