

Confidentiality and Non-Disclosure Agreement

Conditions of Access

By accessing this website and the Eversheds Sutherland data room (together the “Data Room”) for the purposes of considering the proposed acquisition of a residential development at Eglinton Place, Donnybrook, Dublin 4 (the “Property”) you acknowledge and agree to the terms that appear below (which such terms govern your use of the Data Room on each and every occasion that the Data Room is accessed by you), you acknowledge that you are a “Receiving Party” and you acknowledge that you have read, understood, and agree to be bound by the above terms, both in your individual capacity and to the extent possible for and on behalf of a Receiving Party.

We understand that the Receiving Party is interested in entering into discussions with Martaban DAC, its advisors and Eversheds Sutherland (the “Disclosing Party”) concerning the sale of the Property (the “Proposed Transaction”).

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

1. Definitions

1.1. In this Agreement:

Affiliate means another Person which is controlled by a Party hereto, which controls a Party hereto or which is under common control with a Party hereto;

Confidential Information means any information or data relating to the Property including the technology, know how, trade secrets, trade, proprietary and/or other confidential information of a Party or any of its Affiliates, including, without limitation, any and all finance and facility documents, security documents, title documents, reports, valuations, database data, surveys, planning materials, books, records, accounts, memoranda, agreements, documents, correspondence and information in relation to any tenants of the Property and other data and any and all discoveries, ideas, concepts, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models, samples, flow charts, data, computer programs, disks, diskettes, tapes, marketing plans and strategies, customer names and other technical, financial or commercial information or personal data relating to or concerning the Property and/or a Party to this Agreement (or an Affiliate) and/or, in any case whether disclosed in written, oral, electronic or other tangible or intangible forms, and however recorded, preserved or disclosed, and whether disclosed directly by one Party to this Agreement to another Party to this Agreement or by a third party on behalf of a Party to this Agreement and whether disclosed before or after the date of this Agreement and may include information received from third parties acting in cooperation with or for the Disclosing Party;

Data Protection Incident 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.

Person includes any individual, company, body corporate, partnership or other entity.

Party means both the Disclosing Party and the Receiving Party.

Purpose means the use of the Confidential Information in diligencing the Property and in any discussions and negotiations between or within the parties hereto concerning or in connection with the Property or any part thereof.

Receiving Party where permitted shall include its Representatives

Representatives includes any respective directors, officers, employees, agents, representatives and professional advisers of the Receiving Party or any Affiliate of the Receiving Party.

2. Provision of Information

The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of their Representatives, employees or agents makes any representation or warranty, express or implied, as to, or assume any responsibility for, the accuracy, reliability or completeness of any Confidential Information. Furthermore the Receiving Party acknowledges that all information, including without limitation all Confidential Information, provided to any Receiving Party by or on behalf of the Disclosing Party and/or their Representatives is provided on a non-reliance basis and it shall not be under any obligation to update or correct any inaccuracy in any Confidential Information or be otherwise liable to the any Receiving Party in respect of any Confidential Information.

3. Protection of Confidential Information

3.1. The Receiving Party shall keep and maintain all Confidential Information received in whatever form or manner from the Disclosing Party in strict confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party maintains in order to provide adequate protection of its own confidential information against unauthorised disclosure, copying or use.

3.2. The Receiving Party shall ensure that disclosure of the Confidential Information by any means (including without limitation by means of email communication) is restricted to those directors, officers, employees and advisers of any Receiving Party having the need to know the same for the Purpose and shall ensure that each such Person is made aware of the confidential nature of the Confidential Information and is bound by confidentiality obligations similar to those contained in this Agreement.

3.3. Copies or reproductions of any Confidential Information shall not be made by the Receiving Party except to the extent reasonably necessary for the Purpose. Confidential Information and all copies or reproductions thereof shall be deemed to be the property of the Disclosing Party.

4. Limitations, Remedies & Exclusion of Warranties

4.1. Subject to the exceptions contained in clause 5 of this Agreement and to the provisions of clause 6, the Receiving Party shall not:

4.1.1. divulge the Confidential Information of the Disclosing Party, in whole or in part, and by any means, to any third party other than to any of the directors, officers, employees and advisers of the Receiving Party;

4.1.2. use or permit the use of the Confidential Information of the Disclosing Party for any purpose other than the Purpose; or

4.1.3. make or permit to be made any commercial use of the Confidential Information of the Disclosing Party or any part thereof for any purpose other than the Purpose without the prior written consent of the Disclosing Party.

4.2. The Receiving Party agrees that if it becomes aware of any breach of the terms hereof it shall promptly notify the Disclosing Party of the same and shall give (or procure that there is given) to the Disclosing Party all reasonable assistance in connection with any proceedings which the Disclosing Party may institute in respect of any such breach against any of the Persons referred to in clause 3 and will use its all reasonable endeavours to prevent the occurrence of any further breach of the terms hereof.

4.3. Without prejudice to any other rights and remedies that the Disclosing Party may have, the Receiving Party acknowledges that, in certain circumstances, damages would not be an adequate remedy for the breach of this Agreement and the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement (and/or to procure that the Receiving Party seeks such reliefs from any Receiving Party or other third party to whom the Confidential Information has been disclosed) and that no proof of special damages shall be necessary for the enforcement of this Agreement.

4.4. The Receiving Party shall not without the express written consent of the Disclosing Party, contact or communicate (directly or indirectly) with an individual or company whose information comprises part of the Confidential Information pursuant to this Agreement or otherwise discuss with or make known to such company, individual or other party that the Receiving Party is reviewing the Confidential Information provided, however, that the Receiving Party shall not be prohibited from communicating (directly or indirectly) with any party referred to in this clause where such communication is not in connection with, (whether directly or indirectly), the Property or the Purpose, provided always that the Receiving Party does not

(i) use or reveal Confidential Information to any such party;

(ii) disclose the fact that it received the Confidential Information to any such party; or

5. Exceptions

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

5.1.1. is in the public domain at the time of disclosure or later becomes in the public domain through no fault of the Receiving Party;

5.1.2. can be reasonably shown to have been known to the Receiving Party prior to disclosure by the Disclosing Party;

5.1.3. is disclosed to the Receiving Party by a third party who did not obtain such Confidential Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligations in favour of the Disclosing Party 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 Disclosing Party; or

5.1.4. is required by applicable law or by an order or direction of a court of competent jurisdiction or of any stock exchange, governmental department or agency or other regulatory body to be disclosed (in which case the Receiving Party will give the Disclosing Party as much prior written notice thereof as reasonably practicable and disclosure will be made only to the extent required, and subject to the Person(s), bodies or entities to whom the information is so disclosed being bound by obligations of confidentiality to the extent reasonably possible).

6. Affiliates

6.1. The parties recognise that the Receiving Party may be part of an organisation of multiple legal entities in several jurisdictions and that it may be necessary or appropriate for each Party to provide Confidential Information to its affiliated companies. For this purpose, the Disclosing Party agree that:

6.1.1. the Receiving Party may disclose Confidential Information received by it to an Affiliate but only to the extent that such Affiliate has a need to know such Confidential Information for the Purpose;

6.1.2. disclosure by or to an Affiliate of a Party hereto shall be deemed to be a disclosure by or to that Party, as applicable; and

6.1.3. to guarantee the observance and proper performance by its Affiliates of the terms and conditions of this Agreement.

7. Indemnity

The Receiving Party hereby agrees and undertakes to fully indemnify and keep indemnified the Disclosing Party against all actions, proceedings, claims, losses, expenses, demands, costs, awards and damages arising directly or indirectly as a result of any breach of the Receiving Party's obligations under this Agreement or the terms of provisions of this Agreement by the Receiving Party.

8. Data Protection

8.1. The Party agree that to the extent that the Information provided to the Receiving Party comprises any Personal Data (as defined under the Irish Data Protection Acts 1988 and 2003 modified or consolidated or, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (the "**GDPR**") as may be amended, re-enacted or re-instated from time to time and any implementing legislation (together, the "**Data Protection Laws**")) any such Personal Data which the Disclosing Party, supplies or discloses to the Receiving Party pursuant to this Agreement and / or otherwise in relation to the Property, shall be treated as set out in this Clause 8.

8.2. The Party acknowledge that the Receiving Party may transfer Personal Data to its Affiliates. In such a case, the Receiving Party 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 8.

8.3. The Receiving Party 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.

8.4. The Personal Data shall remain at all times the property of and in the ownership of the Disclosing Party (as applicable) and the Receiving Party shall have no rights whatsoever in respect thereof.

8.5. The Receiving Party warrants and undertakes that it shall:

(a) at its own cost 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 discussions relating to the Property or any related proposed transaction and in accordance with the Disclosing Party's instructions from time to time;

(b) subject to Clause 8.12, 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 Disclosing Party;

(c) implement and maintain such technical and organisational security measures as may be required to comply with the applicable Disclosing Party's data security obligations in the Data Protection Laws;

(d) 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; and

(e) enter into such other written agreement in respect of the processing or transfer of Personal Data as a Disclosing Party may require.

8.6. Upon expiry or termination of this Agreement, or upon the earlier written request of a Disclosing Party, the Receiving Party shall cease Processing the Personal Data and as soon as possible thereafter, delete from its systems, the Personal Data and any copies of it or of the information it contains unless on or prior to the cessation of the period of the Agreement the Disclosing Party requests in writing the return of such Personal Data as an alternative to this deletion requirement. The Disclosing Party reserves the right to require written confirmation from the Receiving Party that they have complied with the instruction to delete Personal Data.

8.7. The Receiving Party shall notify the Disclosing Party 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.

8.8. Where the Receiving Party receives a legally binding request for access to personal data by a law enforcement agency regulatory body or other competent authority, the Receiving Party will

inform the Disclosing Party except where such disclosure is itself legally prohibited. The Receiving Party will reject any such request which is non-legally binding.

8.9. Without prejudice to the other provisions of this Clause 8, if the Receiving Party or any of the Receiving Party'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 Receiving Party 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 Disclosing Party by both telephone and by email. The Receiving Party shall, at no additional cost to the Disclosing Party, provide the Disclosing Party with all resources, assistance and cooperation as are required by the Disclosing Party 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).

8.10. For the purposes of Clause 8, the relevant contact details of the Disclosing Party are as follows:

(a) Email: ffarrell@avestus.com

(b) Telephone: +353 1 6315400

8.11. The Receiving Party shall execute all such additional documents, give such assistance and do such acts and things as may in the opinion of any Disclosing Party be necessary or desirable in order to comply with the Data Protection Laws.

8.12. Without prejudice to Clause 8.5(b), the Receiving Party shall not permit a third party to process Personal Data on its behalf unless the Receiving Party and the third party first enter into a written agreement which imposes the same obligations on the third party as are imposed on the Receiving Party under this Agreement and which also imposes the obligations that are required under Data Protection Laws.

8.13. The Receiving Party acknowledges and agrees that insofar as it processes Personal Data, comprised in the Confidential Information provided to the Receiving Party, it does so as a Data Controller in its own right and not as a data processor for the Disclosing Party. However, without prejudice to the foregoing to the extent that the Receiving Party acts as a data processor on behalf of the Disclosing Party, the Receiving Party shall in addition to the obligations set out in this Clause 8 and Clause 3.2:

(a) inform the Disclosing Party 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 Disclosing Party from being informed on important grounds of public interest;

(b) not appoint any sub-processors except pursuant to Clause 8.5(b);

(c) taking into account the nature of the processing by the Receiving Party and the nature of the information available to it, assist the Disclosing Party in respect of data subject rights requests under Chapter III of the GDPR and assist the Disclosing Party in complying with its mandatory obligations under Articles 32 to 36 of the GDPR;

(d) make available to the Disclosing Party all information necessary to demonstrate its compliance with its obligations under this Clause 8 and Clause 3.2, and shall allow for and contribute to audits, including inspections, conducted by the Disclosing Party and/or its auditors, having regard to the Receiving Party's obligations of confidentiality to third parties other than the Disclosing Party.

9. No License or Warranties

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 Disclosing Party and no license under any trademark, patent, copyright or any other intellectual property right is granted or implied by the disclosure of Confidential Information to the Disclosing Party. 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 noninfringement of trade marks, patents, copyrights or any other intellectual property or other rights of third parties.

10. No Commitment

The Parties further 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. 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 or any evaluation being undertaken by any Party, without the prior written consent of the other Parties, except as may be required by law.

11. Terms and Termination

11.1. This Agreement shall govern all communications relating to Confidential Information between the Parties hereto within the scope of the Purpose 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 seven (7) days prior notice in writing of termination, whichever is earlier provided always that the obligations set forth in this Agreement shall survive the termination for a period of twenty four months from the date of termination or expiration of this Agreement howsoever arising.

11.2. On termination or expiration of this Agreement, the Receiving Party shall on written request forthwith return (or procure the return) to the Disclosing Party, or as the Disclosing Party may direct, all Confidential Information received by it and in addition, at the option of the Disclosing Party, shall either (a) return (or procure that there shall be returned) all copies or reproductions of any Confidential Information so received (in whatever form or medium the same shall have been made and whether in the possession or under the control of the Receiving Party or any Affiliates thereof or of any of its or their respective agents or advisers) or (b) destroy (or procure the destruction of) all such copies or reproductions and confirm in writing to the Disclosing Party that the same have been destroyed save that this obligation shall not apply to any advisor of any Receiving Party who is required by its professional conduct rules to maintain files or records for a period of time or any Confidential Information provided to it.

12. Waiver

The rights of the Disclosing Party under this Agreement will not be prejudiced or restricted by any indulgence or forbearance extended to the Receiving Party, and no waiver by either Party in respect of any breach of the terms of this Agreement will operate as a waiver in respect of any subsequent breach.

13. 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 Parties or sent by pre-paid registered post to the address of that Party specified in this Agreement or to that Party's such other address 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.

14. No assignment

This Agreement is personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party or Parties.

15. Data Room Rules

By their execution of this Agreement the Parties agree to be bound by the terms and conditions of the Data Room (the "**Data Room T&Cs**").

16. Entire Agreement

This Agreement constitutes the entire agreement between the Parties relating to the matters discussed herein. In the event of any conflict between the terms of this Agreement and the terms of any other agreement entered into by the Parties the terms of this Agreement shall prevail. Should any provision of this Agreement be determined to be void, invalid, or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof, which shall remain in full force and effect. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties hereto.

17. Governing Law

This Agreement and any dispute, controversy, proceeding or claim whatsoever arising out of or in any way relating to it or its formation, including the Data Room T&Cs shall be governed by and construed in accordance with Irish law and each Party irrevocably submits to the exclusive jurisdiction of the courts of Ireland.