

Former Dispensary/Health Centre, Barton Street, Tinahely, Co. Wicklow

**Confidentiality and Non-Disclosure Agreement
Conditions of Access**

By accessing the following data site for the sale of the property comprising the Former Dispensary/Health Centre, Barton Street, Tinahely, Co. Wicklow (the “Data Room”) you acknowledge and agree to the terms that appear below, and these terms govern your use of the Data Room on each and every occasion that the Data Room is accessed by you.

By clicking on the “Accept” button below, you acknowledge that you are a “Receiving Party” and 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 the Receiving Party.

We understand that the Receiving Party is interested in entering into discussions with the Disclosing Party concerning the sale of the Former Dispensary/Health Centre, Barton Street, Tinahely, Co. Wicklow (the **“Proposed Transaction”**).

In consideration of the Disclosing Party agreeing to make available to the Receiving Party certain information relating to the assets 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 and the Proposed Transaction 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, statements of affairs, database data, security reviews, 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;

“Control” means the power of a person, to secure directly or indirectly including through one or more intermediaries:

- (a) by means of the holding of shares or the possession of voting power directly or indirectly in or in relation to that or any other Person; or
- (b) by virtue of any powers conferred by the constitutional documentation or other document regulating that or any other Person,

that the affairs of another Person are conducted in accordance with the wishes of the first mentioned Person and the expressions **controlled** and **under common control** which shall be construed accordingly;

“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;

“Data Room Rules” means the rules issued by the Disclosing Party from time to time and at any time whether before 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 Health Service Executive, having its principal administrative address at Oak House, Limetree Avenue, Millennium Park, Naas, County Kildare;

“Party/Parties” means either individually or together the Receiving Party and the Disclosing Party;

“Person” includes any individual, company, body corporate, partnership or other entity;

Potential Recipient has the meaning set out in Clause 3.4 below;

“Property” means the property known as Former Dispensary/Health Centre, Barton Street, Tinahely Co. Wicklow;

“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 Proposed Transaction or any part thereof.

1.2 Headings are inserted for convenience only and do not affect the construction of this Agreement.

2. **Provision of Information**

The Receiving Party acknowledges and agrees that neither the Disclosing Party nor any of its 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 Potential Recipient by or on behalf of the Disclosing Party and/or it’s 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 Potential Recipient 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 Potential Recipient 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. The Receiving Party shall be responsible for all breaches of this Agreement committed by any such Persons as though they were a party hereto and any action to enforce any such breach shall be brought against the Receiving Party only.
- 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.
- 3.4 In this agreement “**Potential Recipient**” means
- (a) the Receiving Party; and
 - (b) any Affiliate of the Receiving Party;
 - (c) any trust, fund, partnership or other entity managed or advised by the Receiving Party or any of its Affiliates;
 - (d) any trust, fund, partnership or other entity established for the purpose of the Purpose;
 - (e) any actual or prospective co-investor with any of the persons identified in paragraphs (a) to (d) above, any Affiliate or such co-investor or any manager or advisor to such co-investor; and
 - (f) any actual or prospective financier to any of the persons identified in paragraphs (a) to (e) above.

4. **Limitations, Remedies & Exclusion of Warranties**

- 4.1 Subject to the exceptions contained in Clause 5 and to the provisions of Clause 6, the Receiving Party shall not:
- (a) divulge or permit to be divulged, 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 Potential Recipient;
 - (b) use or permit the use of the Confidential Information of the Disclosing Party for any purpose other than the Purpose; or

- (c) 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 Potential Recipient 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 None of the Receiving Party and/or any Potential Recipient will, 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 Proposed Transaction or the Purpose, provided always that the Receiving Party does not:
 - (a) use or reveal Confidential Information to any such party;
 - (b) disclose the fact that it received the Confidential Information to any such party; or
 - (c) disclose any terms or conditions with respect to a Proposed Transaction or the existence of a Proposed Transaction to any such party.

5. **Exceptions**

- 5.1 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 Receiving Party;
 - (b) can be reasonably shown to have been known to the Receiving Party prior to disclosure by the Disclosing Party;
 - (c) 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

- (d) 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 agrees that:

- (a) 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;
- (b) 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
- (c) to guarantee the observance and proper performance by its Affiliates of the terms and conditions of this Agreement.
- (d) 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 and/or the Potential Recipient.

7. Data Protection

7.1 The Parties agree that to the extent that 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 or, on and with effect from its effective date, 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 as part of the Proposed Transaction, shall be treated as set out in this Clause 7.

7.2 The Parties 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 7.

- 7.3 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.
- 7.4 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/
- 7.5 The Receiving Party 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 Proposed Transaction and in accordance with the Disclosing Party's instructions from time to time;
 - (b) subject to this Clause 7, 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.
- 7.6 Upon expiry or termination of this Agreement, or upon the earlier written request of a Disclosing Party, the Receiving Party shall promptly either 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 in writing by the Disclosing Party, certify to the Disclosing Party that it has complied with this Clause 7.
- 7.7 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.
- 7.8 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.

- 7.9 Without prejudice to the other provisions of this Clause 7, 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).
- 7.10 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.
- 7.11 Without prejudice to Clause 7.5(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.
- 7.12 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 7 and Clause 4.1:
- (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 7.5(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 7 and Clause 4.1.1, 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.

8. **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 non-infringement of trade marks, patents, copyrights or any other intellectual property or other rights of third parties.

9. Liability

- 9.1 The Disclosing Party shall not be liable to the Receiving Party or any other party for the death or injury to any employee, agent, invitee, guest, contractor or licensee of the Receiving Party or for any damage to any property of any such party or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by any such party arising from any entry by the Receiving Party or any employee, agent, invitee, guest, contractor or licensee of the Receiving Party onto the Property. The Licensee shall be solely and exclusively responsible for any such death or injury.

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 Potential Recipient 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 shall 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 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 or if by delivery when left at the relevant address.

14. Counterparts

- 14.1 This Agreement may be executed in any number of counterparts, each of which is an original and all of which when taken together shall constitute one and the same agreement.
- 14.2 The Receiving Party acknowledges that this Agreement shall be binding on it whether or not this Agreement is executed by the Disclosing Party.

15. Governing Law and Jurisdiction

This Agreement and any dispute, controversy, proceeding or claim whatsoever arising out of or in any way relating to it or its formation 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.

DATA ROOM RULES AND PROCEDURES

GOVERNING ACCESS TO AND MANAGEMENT OF THE WEBSITE DATA ROOM

IN ACCESSING AND USING THE DATA ROOM, YOU ACCEPT THE DATA ROOM RULES SET OUT BELOW:

These rules and procedures (the **Rules**) regulate the use of the Website made available to the approved Participant and Viewers in connection with the Proposed Transaction (the **Transaction**).

1. Definitions

In these Rules and in the forgoing Confidentiality and Non-Disclosure Agreement:

Disclosing Party means Health Service Executive, having its principal administrative address at Oak House, Limetree Avenue, Millennium Park, Naas, County Kildare;

Information means any information made available via the Website;

Non-Disclosure Agreement means the agreement entered into between the Disclosing Party and the Participant in connection with the Transaction;

Participant means the bidder in the Transaction who has been granted access to the Website;

Transaction Agreement means the agreement (if any) entered by the Disclosing Party to give effect to the Transaction;

Viewers means the officers, employees, representatives, agents and advisers of the Participant including, unless the context admits otherwise, the Participant themselves, and Viewer means any one of them; and

Website means the website data room established for the purposes of the Transaction, it shall include, without prejudice to the generality of the foregoing any website containing either legal or commercial information relating to the Transaction.

2. General

2.1 The materials for the conduct of due diligence in respect of the Transaction are available on the Website.

- 2.2 In offering the Website the Disclosing Party is making available a facility which allows the Viewers to access, via the Internet, Information relating to the Transaction. In consideration of the use of this Website the Participant and the Viewers agree to be bound by these Rules and to adhere to all procedures set out in these Rules. These Rules apply to each and every occasion on which the Website is accessed by a Viewer.
- 2.3 The Participant and Viewers shall only be granted access to the Website with the prior consent of the Disclosing Party and such consent may be withdrawn at any time without prior notice. Prior to gaining admission to the Website, Viewers shall accept the terms and conditions of the Website.
- 2.4 All Viewers are reminded that all the documents and information viewed when accessing and using the Data Room are subject to the provisions of the Non-Disclosure Agreement (the "Non-Disclosure Agreement") which has been accepted by the Receiving Party. Viewers are deemed to have seen and to be aware of all of the provisions of such Non-Disclosure Agreement, and will be bound by such provisions. Without prejudice to the Non-Disclosure Agreement, Viewers agree to maintain the documents and information contained in the Data Room (together, the "Data Room Information") in confidence and will not disclose any of the Data Room Information except as expressly permitted by the Non-Disclosure Agreement. Permitted Users confirm that they, and shall ensure that their advisers, employees and each other person who reports to/engaged by them
- (a) are aware of their obligations in the Non-Disclosure Agreement; and
 - (b) shall comply with the terms of the Non-Disclosure Agreement as if they were party thereto.
- 2.5 Viewers agree and acknowledge that these Rules apply to each and every occasion that the Website is accessed by a Viewer, and shall be deemed to have represented to the Disclosing Party that the Viewer is fully aware of these Rules and gives the undertakings set out herein.
- 2.6 Nothing on the Website or contained in these Rules constitutes an offer by the Disclosing Party 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.
- 2.7 No representation or warranty, express or implied, is or will be given, and no responsibility or liability is or will be accepted by the Disclosing Party nor any of its shareholders, officers, employees, partners, consultants or advisers as to the accuracy or completeness of any Information on the Website. In preparing the Website the Disclosing Party 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 Disclosing Party by or on behalf of any third party or which was otherwise reviewed by the Disclosing Party 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 or completeness of the Website. Neither the Disclosing Party 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 or incompleteness of any of the Information or for any damage as a result of loss or interruption to a Viewer's access to the Website.

- 2.8 The Disclosing Party shall not be liable for any direct, indirect or consequential loss or damage suffered by any person as a result of relying on any statement in or omission from the Website or any other information or communications made in connection with the matters set out herein. The Disclosing Party accepts no liability for the actions of any third party referred to in the Website or in particular the actions of any bidder. If successful the Participant will be required to acknowledge in the Transaction Agreement that it has not relied on or been induced to enter into such Transaction Agreement by any representation or warranties save as expressly set out in the Transaction Agreement.
- 2.9 The Disclosing Party and its advisers hereby expressly reserve the right to (at its absolute discretion) alter these 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.
- 2.10 The Participant 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 Participant before or during the Transaction. Nothing in the Website should be construed as legal, taxation, financial, commercial, regulatory, technical or other advice by the Disclosing Party for the Participant all of which the Participant acknowledges that it should seek from its own advisors.

3. Using the Website

While using the Website, Viewers must:

- 3.1 Take all reasonable steps to ensure that none of the Information is visible to, or capable of being, overlooked by other unauthorised persons;
- 3.2 Not leave their computer or other communications device through which they access the service unattended whilst connected to the Website;
- 3.3 Ensure that they close the browser when they have finished using the Website;
- 3.4 Not share his or her username and/or password with others;
- 3.5 Not attempt to disable any protection software associated with the Website;
- 3.6 Not deface, mark, alter, modify, vary (including varying the sequence of), damage or destroy in any way any Information contained on the Website;
- 3.7 Not do anything which may compromise or interfere in any way with the stability or security of the Website or any of its features.

4. Updating the Website

- 4.1 Further documents may be added to the Website and existing documents on the Website may be updated at any time. It is the responsibility of each Viewer to check regularly whether any information has been added to, amended or removed from the Website.
- 4.2 Viewers may be notified by e-mail of any new or updated documents that are uploaded onto the Website into all workspaces and folders to which they have access rights.

5. **Conditions of Access**

Viewers agree and acknowledge that they are being granted access to the Information contained on the Website solely in order to review the Information. Viewers understand that their access to the Website is subject to the following additional conditions:

- 5.1 All of the Information contained on the Website is considered confidential and is subject to the Non-Disclosure Agreement. Viewers will maintain the Information in confidence and will not disclose any of the Information to others except as expressly permitted by the Non-Disclosure Agreement.
- 5.2 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. Viewers will not attempt to circumvent any of the security features of the Website, and will not enable or allow others to access the Website using the Viewers' authorisation to the Website.
- 5.3 Viewers acknowledge that the Information on this Website has been prepared to assist the Participant in making their own evaluation of a potential transaction involving the Disclosing Party. The Disclosing Party and its respective shareholders, officers, employees, partners, consultants and advisers do 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 a potential transaction involving the Transaction.

6. **Acceptance**

By clicking on the "Accept" button below Viewers acknowledge that they have read, understand, and agree to the terms and conditions set out in these Rules.

