From: Quinn Group Luxembourg Hotels S.a r.l., L-2453 Luxembourg, 6, rue Eugène Ruppert, Luxembourg (the ***Seller***)

To: [●] (the ***Interested Party***)

\_\_\_\_\_\_\_\_\_\_\_\_\_ 2024

Dear Sir/Madam

**Confidentiality Agreement**

1. In connection with your expression of interest in a potential transaction (the ***Transaction***) involving the acquisition of Hilton Prague Hotel, Prague, Czech Republic (the ***Hotel***) by way of an acquisition of the company Quinn Hotels Praha, a.s., which owns the Hotel (the ***Company****,* and the Seller together with the Company, the ***Group***), information concerning the Group, its Connected Persons (as defined below), the Hotel and/or the Transaction (the ***Information***) may be furnished or made available to the Interested Party and to its Authorised Recipients (as defined below).
2. The Interested Party recognises and acknowledges that the Information may contain confidential and proprietary information of, or regarding, the Group and/or its Connected Persons and agrees to treat the Information as confidential and take steps to preserve its confidentiality.
3. The Information shall not include information which:
	1. written or electronic records show, was in the Interested Party’s lawful possession prior to receipt from or on behalf of the Group hereunder (provided that, to the Interested Party’s knowledge having made reasonable enquiries, the source of the information was not prohibited from transmitting it to the Interested Party);
	2. is or becomes publicly available, except for any such information that becomes publicly available because of disclosure by the Interested Party or its Recipients in violation of the terms of this letter;
	3. is or becomes lawfully available to the Interested Party from another source (provided that, to the Interested Party’s knowledge having made reasonable enquiries, the source of the information was not prohibited from disclosing the information to the Interested Party); or
	4. is independently developed by the Interested Party, without use of, or reference to, the Information furnished hereunder.

The Seller (or any Connected Person on behalf of the Seller) is entitled to disclose Information at its own discretion.

1. The Interested Party agrees:
	1. to use the Information only in connection with evaluating or consummating the Transaction; and
	2. not to disclose in any way (or allow due to its actions or omissions any third parties to become acquainted with) any Information, including that the Interested Party is reviewing and evaluating the Information or the potential existence of, or the fact that the Interested Party is evaluating, the Transaction, to any persons other than:
		1. any parent undertaking of, subsidiary undertaking of or, a subsidiary undertaking of a parent undertaking of, or any funds managed or advised by, the Interested Party from time to time (the ***Affiliates***);
		2. an officer, employee, director, member of investment committees or board member of the Interested Party or of an Affiliate within paragraph 4(b)(i));
		3. professional advisers (including without limitation attorneys, accountants, financial and other professional advisors under a professional duty of confidentiality) of the Interested Party’s or the Affiliates; and
		4. in respect of the Transaction, the Interested Party’s and its Affiliates’ providers of debt finance, co-investors and potential syndicate members in each case under an obligation of confidentiality,

in each case, who needs to know, and needs access to, the Information for the purposes of evaluating or consummating the Transaction, except with the consent of the Seller (all such persons to whom Information is provided pursuant to paragraphs 4(b)(i) to 4(b)(iv) (inclusive) or with the consent of the Seller collectively being the ***Authorised*** ***Recipients***).

1. Notwithstanding paragraph 4(b), the Interested Party may disclose Information to the extent required to be disclosed by applicable law or regulation, by any governmental, banking, taxation or other regulatory authority or similar body or by the rules of any relevant stock exchange to which the Interested Party is subject provided that, in such circumstances, the Interested Party shall, as far as it is reasonably practicable and lawfully permitted to do so:
	1. first consult the Seller to give the Seller an opportunity to contest the disclosure;
	2. take into account the Seller’s reasonable requirements about the proposed form, timing, nature and extent of the disclosure; and
	3. direct the person to which it makes any such disclosure to keep any Information disclosed confidential.

In this letter ***parent undertaking*** and ***subsidiary undertaking*** shall have the meanings given to them in section 1162 of the Companies Act 2006.

1. The Interested Party shall ensure that each Authorised Recipient and each other person to whom the Interested Party or any Authorised Recipient discloses Information, such disclosure being on a need to know basis and for the purposes of evaluating or consummating the Transaction (each a ***Recipient***), is informed of the terms of this letter, shall direct that each Recipient complies with the confidentiality and other obligations and undertakings resulting from this letter as if it were a party to this letter, and shall be responsible for any breach of the confidentiality and other obligations or undertakings resulting from this letter by any Recipient as if it were a breach by the Interested Party.
2. All written information supplied by or on behalf of the Group to the Interested Party or any Recipient and all copies or translations thereof made by the Interested Party or any Recipient which is in the possession or under the control of the Interested Party or any Recipient shall, upon a written request by the Seller and except to the extent required by law, regulation or bona fide internal compliance policy, be destroyed by the Interested Party or the Recipient or, at the election of the Interested Party or the Recipient, be returned by the Interested Party or the Recipient to the Seller, provided that any Information retained under this paragraph 7 shall be held in compliance with, and shall remain subject to the confidentiality obligations set forth in, this letter and this paragraph 7 shall survive termination of this letter for a period of seven (7) years from the date of this letter. The Interested Party and each Recipient shall take all reasonable steps to erase the Information from any computer or other digital device on which it is held.
3. The Interested Party understands that the Information does not purport to be all-inclusive and that any person falling within the following categories:
	1. the Group and any company from the same group of companies, together with its employees, directors and officers;
	2. Irish Bank Resolution Corporation Limited (in Special Liquidation), together with its respective employees, directors and officers;
	3. an adviser, agent or representative of the Group; and
	4. an officer, employee or partner of any person within paragraphs 8(a) to (c), or of any group company of any person within paragraphs 8(a) to (c),

(together the ***Connected Persons***), makes any representation or warranty (express or implied) as to its accuracy, reliability or completeness. The Interested Party acknowledges and agrees that (i) neither the signing of this letter nor the supply of Information shall constitute an offer or other commitment by the Seller, the Company or any Connected Person, to enter into the Transaction or any further agreement with the Interested Party; and (ii) all rights in the Information are reserved and none of the Information shall be the property of the Interested Party or any Recipient.

1. Neither the Seller, nor any of its Connected Persons owes any duty of care to the Interested Party or to any other person.
2. If the Seller provides a list of contact persons in relation to the Transaction, neither the Interested Party nor any of the Recipients shall make, or have, any contact with any personnel of the Group or the Hotel operator in connection with the Transaction, unless such persons are on list of contact persons provided by the Seller.
3. For a period of two years after the date of this letter, the Interested Party and each Recipient shall not, without the prior written consent of the Seller directly or indirectly solicit, endeavour to entice away, employ, offer to employ or initiate or conduct any discussions to solicit or employ any director, officer, manager or senior employee presently in the employment of any member of the Group. This does not apply to a recruitment offer made to any person who contacts the Interested Party or any of the Recipients solely on his or her own initiative, or in response to a bona fide employment advertisement that is not directed at one or more employees of the Group.
4. Without affecting any other rights or remedies that they may have, the Interested Party acknowledges that a person with rights under this letter may be irreparably harmed by any breach of its terms and that damages alone may not necessarily be an adequate remedy. The remedies of injunction, specific performance and other equitable relief, or any combination of these remedies may be available for any threatened or actual breach of its terms.
5. No failure to exercise, or delay in exercising, any right or remedy under this letter or provided by law shall affect that right or operate as a waiver of it, nor will a single or partial exercise of any right under this letter or provided by law preclude any further exercise of it or the exercise of any other right or remedy.
6. The obligations set out in this letter shall cease to have effect upon the earlier of: (i) the legal completion of the Transaction by the Interested Party pursuant to definitive transaction documentation; and (ii) the second anniversary of the date of this letter.
7. Each of the Company’s Connected Persons may, under the Contracts (Rights of Third Parties) Act 1999, enforce the terms of this letter. Such a person may enforce those terms subject to and in accordance with the terms of paragraph 17. Other than as provided in this paragraph, a person who is not a party to this letter shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
8. Each of this letter, any non-contractual obligations arising out of or in connection with this letter, the relationship between the parties and the conduct of the Transaction shall be governed by, and interpreted in accordance with, English law. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of, or in connection with, this letter and for such purposes each party irrevocably submits to the jurisdiction of the English courts and waives any objection to the exercise of that jurisdiction. The parties agree to accept service of any claim form, judgment or other notice of legal proceedings in any manner permitted by law.
9. This letter may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this letter by email attachment shall be an effective mode of delivery.

Please acknowledge your receipt of this letter and your acceptance of its terms by countersigning this letter and returning it to us.

Yours faithfully,

**By** ………………………………….. for and on behalf of

**Quinn Group Luxembourg Hotels S.a r.l.**

**AGREED AND ACCEPTED**

**By** ………………………………….. Name:

Title / Position:

for and on behalf of

**[Interested Party]**

Date: