

The within Undertaking is to be printed on the client's Letterhead and signed by them personally in the presence of their Legal Advisors

PRE-NEGOTIATION NON-DISCLOSURE UNDERTAKING

To: Allied Irish Banks, p.l.c.
Bankcentre
Ballsbridge
Dublin 4.

Date: [Insert Date]

**Re: Proposed restructuring of our facilities with Allied Irish Banks, P.l.c.
(hereinafter referred to as "the Bank")**

Dear Sirs,

In consideration of your willingness to enter into negotiations with us, in connection with a possible restructuring of our facilities we hereby irrevocably undertake and agree as follows:

1. Not to disclose to any third party the fact that negotiations are taking place between the Bank and ourselves and in the event that an agreement is reached between the the Bank and ourselves to restructure our facilities, not to disclose to, or use for the benefit of, any third party the fact that such agreement may have been made nor to make known any details or information in any form (whether written, oral, visual or in any electronic form) relating thereto.
2. To ensure that disclosure of any information in respect of any and all negotiations taking place between the Bank and ourselves or any prospective agreement between the Bank and ourselves to restructure our facilities is restricted to agents, employees (if any) and partners and/or directors (if any) of our business having the need to know the same and that each such, agent, employee, partner and/or director is bound by confidentiality obligations no less onerous than those contained in this letter and which are evidenced in writing.
3. To indemnify the Bank in respect of any loss or liability of any nature whatsoever arising directly or indirectly out of any breach of the terms of this letter by us and/or any of our agents, employees, partners or directors.
4. We hereby absolutely acknowledge and accept that damages are not an adequate remedy for any breach by us of the terms of this undertaking and we agree that you will be entitled without proof of special damage to seek the remedy of an injunction together with such other interlocutory or equitable relief for any threatened or actual breach by us or any of our agents, employees, partners or directors of the terms of this undertaking. We further acknowledge that these remedies are in addition and without prejudice to any other rights or remedies which the Bank may have at law.
5. We accept that the Bank will not be committed to us in any way, or obliged to enter into any transaction, unless and until a formal agreement is duly executed and delivered and that regardless of any negotiations which may take place, the Bank is not obliged in any way to enter into any such agreement.
6. It is agreed that the negotiations between the Bank and ourselves shall be without prejudice (i.e. meaning, without limitation whatsoever, not to be disclosed by either party in any court of law or other dispute resolution forum) unless and until final

agreement is entered into between us, duly executed in duplicate by the Bank and ourselves in the presence of our legal advisors and exchanged.

7. It is hereby further agreed that nothing herein shall prevent ourselves from disclosing any information as may be required by law, by any court or tribunal, or in accordance with the rules of any stock exchange or regulatory body, provided that we shall give prompt notice to the Bank of such requirement in order to give the Bank a reasonable opportunity to apply for and seek a protective order or other appropriate judicial relief to protect and maintain confidentiality.
8. We acknowledge that our obligations under this undertaking are immediately binding legal obligations that will survive the termination of any discussions and negotiations between the Bank and ourselves and will continue indefinitely.
9. The within Agreement has been executed by us in the presence of our legal advisor of our own free will and having had the benefit of receiving independent legal advice in respect thereof. We acknowledge and accept that fully understand the meaning and implications of executing the within Agreement.
10. If any provision or provisions of this undertaking shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
11. This undertaking is governed by Irish law.

Yours sincerely,

*[to be signed by persons properly
authorised to execute same on behalf
of the Borrower¹*

Witnessed by:

Solicitor

¹ In the event that the Borrower is a registered company a resolution of the Company will be required authorising two Directors of the Company to sign the undertaking on behalf of the Company.