



CONFIDENTIALITY AGREEMENT

Please complete, sign and fax to: +44 (0) 207 183 5048

	Interested Party	Broker
Company Name		Soric International
Address		1 Thames Point, Imperial Wharf Imperial Road, London, SW6 2SX
Contact		
Title		
Email		info@soricinternational.com
Direct Tel		+44 (0) 207 100 2024

Soric International (SI) has been appointed as the agent in the sale of various property (the “property”).

In connection with the discussions concerning the sale, lease, brand or management of Property (the “Transaction”) SI and Owner (jointly referred to as the “Company”) intend to disclose to you information relating to or concerning the Owner and the Property, which is confidential to the Company (the “Confidential Information”).

Before disclosing the Confidential Information to you, the Company would ask you to confirm that you will:

- ❖ Only use the Confidential Information disclosed for the purpose of the discussions detailed above.
- ❖ Keep all Confidential Information secret and confidential and not, without our prior written consent, disclose it to anyone except a limited group of your own employees, directors, officers, investors financiers, and outside advisors (“Representatives”), who are participating in the discussions and need to know such Confidential Information.
- ❖ Advise each Representative of the confidential nature of the Confidential Information and of the terms of this Agreement and obtain agreement from each Representative that they will abide by its terms.
- ❖ Be responsible for any breach of the Agreement by any of your Representatives.
- ❖ Retain such Confidential Information disclosed to the same standard, as you would retain your own confidential information.
- ❖ Copy the Confidential Information disclosed only as may be necessary for the purpose of our discussions, returning or destroying all papers, documentation and software containing the

information disclosed at our request, except, that is, where you are required for legal or compliance purposes, you may retain on copy of the information disclosed subject to an indefinite obligation of confidentiality.

- ❖ Hold the fact that you have obtained the Confidential Information from the Company and the existence, nature and status of discussions or negotiations between you and any of the Company in strictest confidence.
- ❖ Under no circumstances discuss the transaction with any journalist, newspaper or other publication or media representative or agent.
- ❖ Not discuss the potential transaction or make contact with any member of staff at the hotel other than when accompanied by SI or with prior written consent of SI.
- ❖ Not hold the Company (nor advisers, officers or agents) liable for the accuracy or completeness of the Confidential Information.
- ❖ Be bound by the laws and exclusive jurisdiction of England and Wales.

These terms do not apply to information, which is in the public domain nor to information, which you are required to disclose by law or by any court order requiring disclosure. You will give the Company written notice of any such requirement to disclose any Confidential Information so that the Company may seek protective order or other appropriate remedy and, in the event that such protective order or other remedy is not obtained, you and your Representatives will furnish only that portion of the Confidentiality Information which is required by such law or court order and attempt to obtain reliable assurances that confidential treatment will be accorded such Confidential Information.

This Agreement will continue in effect for the period of one year or until specifically superseded by any agreement concerning confidentiality that may arise out of the discussions. The undersigned represent that they are acting as a principal and not as nominee, trustee, agent, or broker for any third party. You agree to be solely responsible for the payment of any fee, commission or other compensation payable to any broker, finder or agent, other than SI. The Company shall have no obligation to pay any commission to any broker, agent, finder or any other person or entity and shall have no liability for the payment of any such fee, commission or other compensation or any part thereof.

Please sign to show your acceptance of and your agreement to the commitments herein provided. Upon signature, this document shall constitute a binding agreement between you and the Company.

Accepted and agreed on behalf of	
Name of duly authorised representative	
Signature	
Date:	
Email if different to front page	