

Confidentiality Agreement

between

[INTERESTED PARTY] (registered seat:,
company registration number:, tax number:) (hereinafter: "Recipient")

and

[VENDOR] (registered seat:, company
registration number:, tax number:) (hereinafter: "Szervita").

(The Recipient and Szervita are hereinafter jointly referred to as "Parties", individually as "Party".)

In consideration of Szervita disclosing to the Recipient the Information in relation to the Premises, the Parties hereby agree as follows:

The Recipient understands that Szervita is prepared to make available to the Recipient certain legal, technical and financial data related to Szervita and the mixed use building owned by Szervita, called "Szervita Square Building" (the "Information") in order to enable the Recipient to evaluate a potential transaction regarding the sale and purchase of the Szervita Square Building (the "Transaction"). As a condition to such Information being furnished to the Recipient and/or any entity (legal or natural person, as the case may be) that is, directly or indirectly, associated with the Recipient; whereas the Recipient is deemed to be associated with another entity, if, the recipient controls, is controlled by, or under common control or management with the associated entity; control is defined, inter alia, as a situation whereby one entity directly or indirectly, owns a majority of the voting rights or common shares of the other entity or, is entitled to, directly or indirectly, appoint more than 1 director of the other entity (the "Affiliates"), and/or to those directors, officers, employees, attorneys, accountants and other advisors of the Recipient the participation of which is strictly necessary for the purposes of evaluating and carrying out the Transaction (collectively, "Representatives"), the Recipient agrees to (and procure that its Representatives) treat such information in accordance with the applicable laws, and the provisions of this agreement (the "Agreement") and to take or abstain from taking certain other actions hereinafter set forth.

1. Definition of Evaluation Material

The term "Evaluation Material" means any and all Information (whether prepared by Szervita, its advisers or otherwise and irrespective of the form of communication) that is furnished to the Recipient or to its Representatives now or in the future by or on behalf of Szervita. Evaluation Material also shall be deemed to include all notes, analyses, compilations, studies, interpretations or other documents prepared by the Recipient or its Representatives which contain, reflect or are based upon, in whole or in part, the information furnished to the Recipient or its Representatives pursuant hereto. The Recipient hereby agrees that Evaluation Material may include processing of personal data as defined in the EU General Data Protection Regulation (GDPR) and as such it will process such information in accordance with the regulation.

The Recipient acknowledges that some or all of the Information may be unpublished, price-sensitive information and that the Recipient is aware of its obligations relating to such Information under Hungarian law, as well as the laws and regulations applicable to it.

The term "Evaluation Material" does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Recipient or its Representatives, (ii) was within the Recipient's possession on a non-confidential basis prior to its being furnished to the Recipient by or on behalf of Szervita, or (iii) becomes available to the Recipient on a non-confidential basis from a source other than Szervita or any of its

or its affiliates' directors, officers, employees, members, agents or advisors authorised to disclose such Information (the "**Szervita Representatives**"), provided that such source is not bound by a confidentiality agreement with, or other obligation of secrecy to, Szervita or another party having an obligation to Szervita to treat such information confidentially.

2. Use of Evaluation Material and Confidentiality

Recipient undertakes to Szervita that it will:

- treat the Evaluation Material and Information as confidential;
- ensure that the Evaluation Material and Information is protected with security measures and a degree of care that the Recipient would apply to its own Evaluation Material and Information;
- not disclose the Evaluation Material and Information to anyone other than its Representatives without the prior written consent of Szervita;
- keep a list of all Representatives to whom the information is disclosed;
- not use the Evaluation Material and Information for any purpose other than in relation to the Transaction;
- not make any copies of all or part of the Evaluation Material except for the purposes of internal use for the evaluation of the Transaction and the disclosure permitted by this Agreement without the prior written consent of Szervita; and
- promptly notify Szervita if Recipient becomes aware of any breach of confidence by any of its Representatives or any third party to whom the Recipient disclosed the Evaluation Material and provide Szervita with all reasonable assistance in connection with any proceedings which Szervita may institute against such Representative or third party.

Recipient must expressly inform its Representatives and, upon receiving Szervita's consent referred to above, each third party who receives the Evaluation Material and/or Information from the Recipient, of the confidential nature of the Evaluation Material and/or Information and the purpose for which it may be used and will procure and be responsible for their compliance with the terms of this Agreement as if they were a party to it.

Recipient will not disclose to any third party: (i) the content of this Agreement; (ii) the fact that negotiations are taking place between the Parties relating to the Transaction; or (iii) any content of the negotiations; except with the prior written consent of Szervita.

Recipient will not without the prior written consent of Szervita: (i) engage in any advertising, marketing or promotion that discloses the existence of this Agreement or the relationship between Recipient and Szervita; or (ii) use names, brands, logos, services or trademarks of Szervita.

The Recipient will not discuss the Transaction with, or provide access to any Evaluation Material or Information to, any of the Szervita Representatives who have not been identified by Szervita as participating in the Transaction.

(a) The Recipient hereby agrees that it and its Affiliates and their respective Representatives shall use the Evaluation Material and the Information solely for the purpose of evaluating the Transaction, that the Evaluation Material and the Information will be kept confidential and that the Recipient and its affiliates and their respective

Representatives will not disclose any of the Evaluation Material and the Information in any manner whatsoever, provided, however, that any of such information may be disclosed only to such of the Recipient's Representatives who need to know such information for the sole purpose of evaluating the Transaction and who are informed that such information is confidential. In any event, the Recipient shall be responsible for any breach of this Agreement by any of its Representatives and the Recipient agrees, at its sole expense, to take all reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of the Evaluation Material and the Information.

(b) The Recipient agrees that, without the prior written consent of Szervita, neither it nor its Representatives will disclose to any other person the fact that the Evaluation Material and/or the Information (or any part thereof) has been made available to the Recipient, the fact that discussions are taking place involving Szervita, the Szervita Square Building or the Information or any of the terms, conditions or other matters then being discussed with respect thereto (including the status thereof). The term “**person**” as used in this Agreement will be interpreted broadly to include the media and any corporation, company, group, partnership or other entity or individual.

(c) In the event that the Recipient or any of its Representatives are requested or required to disclose any of the Evaluation Material and/or Information in connection with a legal proceeding or requirement of an applicable regulatory authority, the Recipient shall provide Szervita with prompt written notice of any such request or requirement so that Szervita may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Szervita, the Recipient or any of its Representatives are nonetheless, legally compelled to disclose Evaluation Material and/or Information to any court or tribunal or else stand liable for contempt or suffer other censure or penalty, the Recipient or its Representatives may, without liability hereunder, disclose to such court or tribunal only that portion of the Evaluation Material and/or Information which the Recipient is legally required to disclose, provided that the Recipient exercises its reasonable efforts to preserve the confidentiality of the Evaluation Material and/or Information, including, without limitation, by cooperating with Szervita to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Evaluation Material and/or Information by such court or tribunal.

(d) At any time upon the request of Szervita for any reason, the Recipient will promptly deliver to Szervita all Evaluation Material (and all copies thereof) furnished to it or its Representatives by or on behalf of Szervita pursuant hereto. In the event of such a decision or request, all other Evaluation Material prepared by the Recipient or its Representatives shall be destroyed and no copy thereof shall be retained. Notwithstanding the return or destruction of the Evaluation Material, the Recipient and its Representatives will continue to be bound by the Recipient's obligations of confidentiality and other obligations hereunder.

3. Accuracy of Evaluation Material

The Recipient understands and acknowledges that neither Szervita nor any Szervita Representative makes any representation or warranty, express or implied, as to the accuracy or completeness of the Evaluation Material and/or Information. The Recipient agrees that neither Szervita nor any Szervita Representative shall have any liability to the Recipient or to any of its Representatives relating to or resulting from the use of the Evaluation Material and/or Information or any errors therein or omissions therefrom. Only those representations or warranties which are made in a final definitive agreement regarding any Transaction, when, as and if executed, and subject to such limitations and restrictions as may be specified therein, will have any legal effect.

4. Remedies

It is understood and agreed that monetary damages will not be a sufficient remedy for any breach of this Agreement by the Recipient or any of its Affiliates or Representatives and that Szervita shall be entitled to equitable relief, including injunctions and specific performance, as a remedy for any such breach. The Recipient agrees not to oppose the granting of any such relief on the basis that there is an adequate remedy at law and further agrees to waive any requirement for the security or posting of any bond in connection with such remedy.

Such remedies shall not be deemed to be the exclusive remedies for a breach by the Recipient of this Agreement but shall be in addition to all other remedies available at law or equity to Szervita.

5. Waivers and Amendments

No failure or delay by Szervita in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right, power or privilege hereunder. This Agreement may only be amended with the written consent of Szervita and the Recipient.

6. Contacts

Unless otherwise agreed to by Szervita, all (a) communications regarding any possible Transaction, (b) requests for additional information, (c) requests for property visits or management meetings regarding the Information, and (d) discussions or questions regarding procedures in connection with any possible Transaction, will be submitted or directed exclusively to Szervita.

7. Effect of Agreement

Neither the Recipient nor Szervita nor any of their respective affiliates are under any legal obligation of any kind whatsoever to enter into any agreements related to the Transaction as a result of signing this Agreement. Szervita reserves the right, in its sole discretion, to reject any and all proposals made by the Recipient and to engage in discussions and negotiations, and to enter into a definitive agreement, with regard to the Transaction or any other transaction, with any other person at any time and without notice to the Recipient and to terminate discussions and negotiations with the Recipient at any time.

8. Governing Law and Jurisdiction

Any communication to be made under or in connection with this Agreement shall be made in writing only, in English language, and shall be sent by mail with the acknowledgement of receipt (which may be replaced by the written acknowledgement of receipt in case of delivery by courier) or through the procedure set out in Section 142 of Act XLI of 1991 on Public Notaries to the postal address of the Parties. Any notice made under or in relation to this Agreement and sent by mail with the acknowledgement of receipt (including the sending in the course of the procedure set out in Section 142 of Act XLI of 1991 on Public Notaries) shall be deemed delivered on the fifth (5.) day following the date of the attempted delivery (including without limitation the cases where the acknowledgment of receipt returns from the relevant address with a sign "not picked up by the addressee", "addressee unknown", "the addressee refused delivery", or any other sign having similar content).

The parties hereby agree that this Agreement shall be governed by and construed in accordance with the law of Hungary. Each party agrees that the courts of Hungary will have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement (including in relation to any non-contractual obligations).

9. Severability

If any provision of this Agreement is found to violate any statute, regulation, rule, order or decree of any governmental authority, court, agency or exchange, such invalidity shall not be deemed to affect any other provision hereof or the validity of the remainder of this Agreement, and such invalid provision shall be deemed deleted here from to the minimum extent necessary to cure such violation.

10. Term

This Agreement shall remain in force (i) for two (2) years after the Recipient has signed it or (ii) until the signing date of the sale and purchase agreement related to the Transaction, whichever is earlier.

Please confirm your agreement with the foregoing by signing and returning one copy of this letter to the undersigned, whereupon this Agreement shall become a binding agreement between Szervita and the Recipient.

Yours Sincerely,

Name:
Title:
for and on behalf of
[VENDOR]

AGREED TO AND ACCEPTED BY:

Name:
Title:
Business Identity Code:
Address:
for and on behalf of

.....