

Confidentiality statement

Sarphatistraat 1

Amsterdam

The undersigned,

Name: _____

acting for this purpose as duly authorised representative(s) of

Company name: _____

referred to below as the "**Tenderer**",

hereby declares towards:

De Nederlandsche Bank N.V., a public limited liability company having its registered office in Amsterdam, maintaining a place of business at Westeinde 1, 1017 ZN Amsterdam, listed in the Trade Register of the Chamber of Commerce and Industries under number 33003396, referred to below as "**DNB**",

that the Tenderer undertakes to comply with the provisions of this confidentiality statement, on the basis of which DNB is prepared to disclose or ensure the disclosure to the Tenderer of Confidential Information as part of the Tenderer's participation or its invitation to participate in the sale by private tender in which DNB seeks to sell the property subject to registration referred to below subject to specific terms and conditions, referred to below as the "**Sale Process**".

The sale concerns the former warehouses located at **Sarphatistraat 1, Amsterdam**, as described in more detail in the data room set up by estate agent firm **JLL**.

1. Definitions

For the purpose of this statement, the following definitions apply.

a. Confidential Information:

all knowledge, data and information disclosed by or on behalf of DNB to the Tenderer or obtained by the Tenderer at any time in writing or otherwise in connection with the latter's participation in the Sales Process and all knowledge, data and information derived therefrom, except insofar as such knowledge, data and information, when it is disclosed or obtained:

- i. is already in the Tenderer's lawful possession; or
- ii. is in the public domain.

b. Party Involved:

- i. each company, including the members of its governance bodies and its staff, with which the Tenderer is affiliated in a group or of which the Tenderer is a subsidiary;
- ii. each adviser engaged by the Tenderer as part of the Sale Process, including, to the extent applicable, the members of its governance bodies and its staff, which is not a company or individual referred to under (i);
- iii. each staff member of the Tenderer.

For the purpose of this sub-clause b., the terms "subsidiary" and "group" are understood to have the meaning assigned to them in Sections 2:24a and 2:24b of the Dutch Civil Code.

2. Rights of use and restrictions

The Tenderer undertakes:

- a. to refrain from making mention of the invitation to participate in the Sale Process to any third party that is not a Party Involved;
- b. to treat Confidential Information with the strictest confidence, store it properly or ensure it is stored properly, and to ensure that a third party does not obtain cognisance of such Confidential Information contrary to this statement;
- c. to ensure that Confidential Information is used only to the extent needed as part of its participation in the Sale Process; and
- d. to refrain from transferring or disclosing Confidential Information to third parties and only reproduce it to the extent necessary with a view to the use referred to under (c) above.

3. Disclosure to and use by a party involved

The Tenderer has the right to disclose Confidential Information to a Party Involved without DNB's consent to the extent necessary with a view to the use referred to in Clause 2(c) above, and provided the Party Involved has undertaken to comply with the provisions of this confidentiality statement. The Tenderer must ensure that the Party Involved is bound to and acts in accordance with the provisions of this statement.

4. Disclosure by order of a competent authority

If the Candidate is required to provide Confidential Information to third parties on the order of a competent court or any other judicial or governmental authority, the Candidate will notify DNB in writing immediately and in any event prior to the disclosure of this Confidential Information of the content of the warrant, writ or subpoena to enable DNB to coordinate the disclosure of Confidential Information. If the Candidate is to provide Confidential Information, the Candidate and DNB will cooperate and the Candidate will take all measures requested by DNB to prevent and limit as much as possible a forced disclosure, as described in this article.f this statement.

5. Non-compliance

If the Tenderer or any of the Parties Involved fails to comply with the provisions of this confidentiality statement, DNB has the right to exclude the Tenderer from the Sale Process, without prejudice to DNB's right to claim compensation.

6. End of sale process

If the Sale Process ends other than by the award to the Tenderer:

- a. the obligations imposed on the Tenderer under this statement will continue in full force and effect; and
- b. the Tenderer must return to DNB or destroy all Confidential Information, including any copies, at DNB's first request.

7. Applicable law

This confidentiality statement is governed by Dutch law.

Signed in Amsterdam

Date: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____

Signature: _____

Please state signatory name(s). The signatories must be duly authorised to represent the legal entity, as registered in the Trade Register, or submit a certified copy of an authorisation.