**Confidentiality Statement**

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| Full name (hereafter “the **Investor**”): |       |
| Reg./Id. No.: |       |
| Address: |       |
| E-mail: |       |
| Tel: |       |

1. **Assumptions**
2. Hömlur fyrirtæki ehf., Reg. No. 630207-0610, Reykjastræti 6, 101 Reykjavík, Iceland (the “**Shareholder**”) owns 35% of the share capital of Keahótel ehf., Reg. No. 601299-7049, Skipagötu 18, 600 Akureyri (the “**Company**”). The Shareholder is considering a possible sale of its holdings in the Company (the “**Shares**”) and the Investor is considering to make the Shareholder an offer to purchase the Shares (the “**Transaction**”). Landsbankinn Corporate Finance ("**Corporate Finance**"), Reykjastræti 6, 101 Reykjavík, Iceland has been engaged as financial advisor to the Shareholder in relation to the Transaction. For this reason specific documents and certain information regarding the Company will be made available to the Investor providing that the Investor agrees to comply with the provisions of this confidentiality statement (the “**Confidentiality Statement**” or “**Statement**”).
3. **Confidentiality**
	1. Confidentiality shall apply to all information that the Investor receives from Corporate Finance, the Shareholder and/or the Company, in all and any form, in connection with the Transaction. Confidentiality shall include, but is not limited to, information memorandum, communication, e-mails, management meetings, analysis and presentations the Investor and/or Corporate Finance prepares using information connected to the Transaction (hereafter collectively referred to as the "**Confidential Information**").
	2. The Investor is aware that the Confidential Information is of material importance to the Company, and that any breach of confidentiality could cause serious damage to the Company. The Investor may not: (a) inform a third party of the existence of the Confidential Information; (b) inform a third party of the contents of the Confidential Information; or (c) cause by any action or inaction the Confidential Information to fall into the hands of a third party, or cause such a situation to become likely.
	3. The Investor may, however, pass the Confidential Information on to its Board of Directors, executives, employees or advisor(s), subject to liability for damages in the case of any breach of this Confidentiality Statement, cf. Article 4. The Investor shall provide Corporate Finance with list (Schedule 1) of the persons who will receive the Confidential Information according to this Article 2.3.
	4. All treatment of the Confidential Information shall be with the aim of preventing it from falling into the hands of a third party or a third party gaining knowledge thereof. If this happens, the Investor shall notify Corporate Finance immediately of the occurrence. Furthermore, the Investor shall take all possible action to preserve the confidentiality of the Confidential Information. The provisions of Articles 2.2 and 2.3 above shall not prevent the Investor from divulging the Confidential Information if required to do so by law, regulation, court ruling or in connection with a regulatory audit, examination or inspection, albeit immediately and summarily (unless prohibited by applicable law, regulation, court order or legal/regulatory process) informing Corporate Finance of the disclosure so that the Company can take action to safeguard their interests.
	5. The recipient of the Confidential Information may not utilise any Confidential Information, nor by any action or inaction cause others to utilise it, for any purpose other than pursuant to the Transaction in accordance with the terms of this Confidentiality Statement. Furthermore, the recipient of the Confidential Information may not make copies of and/or rework the Confidential Information for any other purposes than pursuant to the Transaction in accordance with the terms and conditions of this Confidentiality Statement.
	6. In providing the Investor with access to the Confidential Information its owner does not in any way assign its rights or entitlement to the Confidential Information to the Investor.
	7. During the Transaction, the Investor shall not communicate directly with the Board of Directors, executives, employees, suppliers, customers, service providers and/or other parties connected to the Company without prior permission from Corporate Finance.
	8. Upon conclusion of the Transaction or upon the request of Corporate Finance, the Investor shall upon written request: (a) within 10 business days of receiving such a written request, return or destroy all Confidential Information already received in accordance with this Confidentiality Statement, as well as all copies which may have been made of the Confidential Information, and recover and return all such data and information the Investor may have passed on to other parties based on the authorisation to do so under the terms of this Confidentiality Statement; (b) within 10 business days of receiving such a written request, destroy any data based on the Confidential Information (with the exception of minutes) and ensure that other parties who have received such data from the Investor based on the authorisation to do so under the terms of this Confidentiality Statement also comply; and (c) promptly delete all Confidential Information in electronic form from its computer systems, including any backup copies of the Confidential Information, and ensure that other parties who have received such data from the Investor based on the authorisation to do so under the terms of this Confidentiality Statement also comply. Destruction of the Confidential Information in accordance with the above shall be confirmed in writing to Corporate Finance, if so requested. Notwithstanding the foregoing, the matters contemplated in this paragraph 2.8. shall not apply to any portion of the Confidentiality Information that is required to be retained pursuant to applicable law, regulation or the Investor’s internal document retention policies.
	9. The following data shall not be considered Confidential Information for the purpose of this Confidentiality Statement: (a) Information about the affairs of the Company known to the general public prior to the signature of this Confidentiality Statement; (b) information legally obtained by the Investor prior to the signature of this Confidentiality Statement; (c) information received by the Investor from a third party in good faith; however, should any doubt arise, the Investor shall inform Corporate Finance of the reception of such information; (d) information obtained independently by the Investor by legal means; and (e) information handed over to the Investor based on written consent by Corporate Finance revoking the obligation of confidentiality.
4. **Reliability of the Confidential Information**
	1. Corporate Finance and/or the Company will endeavour to ensure that the Confidential Information handed over based on the terms and conditions of this Confidentiality Statement is accurate but make no warranty as to its complete veracity, accuracy, completeness or compliance with patents or third party rights as Corporate Finance, the Company or other parties have not ascertained its veracity specifically. Corporate Finance and/or the Company shall not be liable to the Investor or connected parties due to any loss that the Investor or connected parties may suffer based on the use of the Confidential Information. Corporate Finance and/or The Company shall not be obliged to provide any further confidential information or correct inaccuracies contained in the Confidential Information.
5. **Liability and indemnity**
	1. The Investor undertakes to compensate Corporate Finance and/or the Company for any loss suffered due to non-compliance with the terms of this Confidentiality Statement by the Investor or any third party receiving Confidential Information in accordance with Article 2.3. Any breach by such third party of the terms and conditions of this Confidentiality Statement shall constitute a breach by the Investor as set out in the provisions of this Confidentiality Statement. Liability for compensation shall be in accordance with Icelandic rules on compensation within contracts.
	2. The Investor shall inform Corporate Finance directly should the Investor become aware of and/or suspect any breach of the provisions of this Confidentiality Statement.
	3. Corporate Finance and/or the Company may without notifying or becoming liable to the Investor or connected parties, make the Confidential Information available to third parties.
6. **Miscellaneous provisions**
	1. The obligation of confidentiality enters into effect upon signing of this Confidentiality Statement and shall be effective for 2 years as of the date of signature.
	2. The provisions of this Confidentiality Statement shall be subject to Icelandic law. Any dispute arising concerning the Confidentiality Statement may be brought by either party to the District Court of Reykjavík.
	3. This Confidentiality Statement shall be interpreted and understood as jointly and equitably compiled by the Investor, the Company and Corporate Finance as they are possessed of equal knowledge and experience of such statements/contracts and no uncertainty, inexplicitness or doubt used against Corporate Finance based on the assumption that Corporate Finance has been the sole author of this Confidentiality Statement.

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For confirmation of all of the above, this Statement may be signed with a valid electronic signature in accordance with Act, no 55/2019, on electronic identification and trust service for electronic commerce.

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| --- | --- |
| Date: |       |
| Name: |       |
| Title: |       |

SCHEDULE 1

List of persons who will receive the Confidential Information according to Article 2.3 of this Confidentially Statement:

Persons name / Company / Title / e-mail address / mobile

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| --- | --- | --- | --- | --- |
| Persons name | Company | Title | E-mail address | Mobile |
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