

## IRPP NON-DISCLOSURE AGREEMENT



Any party or parties accessing the documents available for download do so following an implied acceptance to be party to this agreement as a receiving party.

The documents referred to are on the website: [www.irppradio.com](http://www.irppradio.com) on the "Scripts, Docs & Financials" which contains also written fair warning as to the implied agreement to the terms and conditions of this Agreement – which is published on the same website page -and the confidential nature of the aforementioned documents they are accessing.

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**This Agreement is made by implication with parties as set out;**

*(Defined on and at the time and date of their access to the referred website page and the documents contained therein):*

**BETWEEN:**

***"Title through access assumed", BEING: THE RECEIVING PARTY***

**AND**

**IRPPRADIO LIMITED, BEING: THE DISCLOSING PARTY**

**WITH**

**IRPP** having agreed to disclose privileged information to the receiving party in the first instance for the purpose of review only - whereby the Receiving Party, understands that the Disclosing Party has disclosed or may disclose confidential information and agrees to keep such Confidential Information in confidence at the request of the Disclosing Party in accordance with the terms of this Agreement.

## TERMS AND CONDITIONS

In consideration of the parties' entering into discussions where, by granting access to their respective Confidential Information, the parties hereby agree as follows:

### 1. Confidential Information

In this Agreement, unless specific context requires otherwise:

**"Confidential Information"** means information relating to the Disclosing Party and/or the business carried on or proposed or intended to be carried on by that party and which is made available to the Receiving Party or its agents by the Disclosing Party or its agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its agents, whether before, on or after the date of this agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:-

- (i) Was lawfully in the possession of the Receiving Party (as can be demonstrated by its written records or other reasonable evidence) free from any restriction as to its use or disclosure prior to its being so disclosed; or
- (ii) Following such disclosure, becomes available to the Receiving Party (as can be demonstrated by its written records or other reasonable evidence) from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information.

**"Information"** means information in whatever form including, without limitation, any information relating to; productions / creative writing, / operations, (audio / video), / photographic / business plans / forecasts / intentions / market opportunities / know-how / trade secrets / any other business affairs whatsoever whether in writing, conveyed orally or by machine-readable medium.

### 2. Non-Disclosure of Confidential Information

The Receiving Party Agrees:

- (a) To hold the Disclosing Party's Confidential Information in confidence and to take all precautions to protect such Confidential Information as the Receiving Party employs with respect to its most confidential materials, but in no case shall the Receiving Party employ less than reasonable precautions;
- (b) Not to disclose any such Confidential information or any information derived therefrom to any third person (other than its professional advisers);

- (c) Not to make any use whatsoever at any time of such Confidential information except for the sole limited business purpose of evaluating the Confidential Information internally to determine whether to enter into a contemplated transaction or agreement with the Disclosing Party;

**AND**

- (d) Not to copy or reverse engineer, or attempt to derive the composition or underlying information, structure or idea of any such Confidential Information other than allowed by applicable law.

### **3. Employees**

Any employees given access to any such Confidential Information must have a legitimate “need to know” and the Receiving Party shall ensure that each employee to whom it discloses any Confidential Information adheres to the terms of this Agreement as if he or she were a party hereto.

### **4. Legal and Regulatory Disclosure**

The Receiving Party may make disclosures required by Court order or regulatory authority provided the Receiving Party promptly notifies the Disclosing Party, uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has, unless practically impossible, allowed the Disclosing Party to participate in the proceedings.

### **5. Return of Confidential Information**

Immediately upon:

- (a) The decision by either party not to enter into the transaction or agreement contemplated by the parties hereto;
- (b) or
- (c) A request by the Disclosing Party at any time,

The Receiving Party will return to the Disclosing Party or destroy (as the Disclosing Party’s election) all Confidential Information of the Disclosing Party and all documents or media containing any such Confidential Information and any and or copies or extracts thereof including deletion of the same from any device or medium containing such information.

### **6. No Formal Agreement**

The Receiving Party understands that nothing herein:

- (a) Requires the disclosure of any Confidential Information of the Disclosing Party (which shall be disclosed, if at all, solely at the option of the Disclosing Party);
- (b) Requires the Disclosing Party to proceed with any proposed transaction or business relationship in connection with which Confidential Information may be disclosed; or

- (c) Grants the Receiving Party any right, title or interest in the Confidential Information save as is expressly granted herein.

**7. Confidentiality of this Agreement**

Except to the extent required by law or regulatory authority, neither party shall disclose the existence or subject matter of the negotiations or business relationship contemplated by this Agreement.

**8. Non-Adequacy of Damages**

The Receiving Party acknowledges and agrees that due to the nature of the Disclosing Party's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or any unauthorised use or release of any Confidential Information may result in irreparable harm to the Disclosing Party and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

**9. Duration of obligations**

The obligations contained herein, in so far as they relate to Confidential Information shall continue for twenty four months after the date of the last disclosure of such Confidential Information.

**10. Warranty**

Both parties warrant and represent that it has no contractual or non contractual agreements which it would be breaching by virtue of its talking, negotiating or contracting.

**11. Third Party Rights**

A person who is not a party to this Agreement shall have no rights under any of its terms.

**12. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with Republic of Ireland law and any disputes arising out of or in connection therewith shall be subject to the exclusive jurisdiction of the Republic of Ireland Courts.

**13. Severability**

If any part of this Agreement is judged by any competent court to be illegal, invalid or unenforceable the remaining parts shall remain in full force and effect.

**14. No Reliance** Neither party has relied upon any statement or representation made by the other party other than as set out in this Agreement.

**15. Variation**

No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorised representative of such party and no failure or delay in enforcing any right will be deemed a waive.

**Executed by the parties on the date first written above.**

**Reviewed and agreed on behalf of IRPP by;**

**Derek Kelly**

**(CEO)**

**Dated: March 2026**