A&L Goodbody

Dated 7 July 2026

Irish Continental Group plc

Recipient

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT IS DATED 7 **JULY 2026 AND MADE BETWEEN:**

(1) **Irish Continental Group plc** whose registered office is at Ferryport, Alexandra Road, Dublin 1 (**ICG** or the **Company**); and

(2) **Eamonn Rothwell** of [redacted] (the **Recipient**).

RECITALS:

(A) The parties are in discussions with regard to a potential proposal to the Company from Recipient, together with certain senior managers of the Company amongst others (the **Potential Consortium**) (the **Proposal**).

(B) In connection with the Proposal, ICG may make available, subject to the provisions of this Agreement, certain confidential information to the Recipient concerning ICG and its respective subsidiaries, associated companies and its business.

IT IS AGREED as follows:

1 In this Agreement the following words shall have the following meanings:

Affiliate means, with respect to any Person:

(a) any Subsidiary or Holding Company of such Person or any Subsidiary of such Holding Company; and

(b) any other Person who directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first mentioned Person;

and **Affiliated** shall have the corresponding meaning;

ICG means ICG a public limited company incorporated in Ireland with registered number 41043;

ICG Shares means the ordinary shares of €0.065 each in ICG, which are listed on Euronext Dublin and the London Stock Exchange;

Confidential Information shall mean any of the following which is disclosed by or on behalf of ICG or divulged to Recipient in the course of any discussions or any investigation conducted by Recipient for that purpose (whether (i) disclosed by or on behalf of ICG to Recipient in whatever form (written, oral, visual or electronic and including those portions of notes, studies, analyses, records, memoranda, reports and valuations prepared by Recipient or its agents containing or reflecting such information and material); (ii) divulged to Recipient through observation or examination of any documents, books, records or data of ICG which are made available by or on behalf of ICG to Recipient and which are not publicly available; (iii) divulged to Recipient through observation or examination of ICG's places of business, processes or procedures; (iv) obtained by Recipient pursuant to discussions with the officers, employees, agents or advisors of ICG; or (v) otherwise disclosed by or on behalf of ICG to Recipient in any manner):

(a) any information in which ICG has a proprietary and confidential interest;

(b) all confidential matters of ICG (whether marked as confidential or not) including, without limitation, technical know-how, trade secrets, technical data, analyses, compilations, concepts, technical processes, formulae, recipes, specifications, inventions, research projects, customer lists, pricing policies, operational methods, financial information, marketing information, economic information and other business affairs of ICG;

(c) any information of a confidential nature concerning customers, suppliers or employees of ICG; and

(d) any information ICG has received from others and which ICG is obliged to treat as proprietary and/or confidential and which is notified as such to Recipient;

ConsortiumCo means any company incorporated by the Potential Consortium for the purposes of the Proposal;

Control (including, with correlative meanings, controlled by and under common control with) means with respect to any Person and any Persons Acting in Concert with them:

(a) possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of such Person; or

(b) the holding, directly or indirectly, of securities of a corporate Person that confer in aggregate not less than 50 per cent of the voting rights in that corporate Person;

Holding Company has the same meaning as in Section 8 of the Companies Act 2014;

Irish Takeover Rules means the Irish Takeover Panel Act, 1997, Takeover Rules, 2022;

Person means any individual, corporation, partnership, limited liability company, association, trust or other entity or organisation, including a government or political subdivision or an agency or instrumentality thereof;

Persons Acting in Concert means Persons who, pursuant to an agreement or understanding (whether or not legally binding) actively co-operate in any way (including, without prejudice to the generality of the foregoing, through the acquisition by any of them of ICG Shares) to obtain or consolidate Control of ICG; and

Subsidiary has the same meaning as in Section 7 of the Companies Act 2014.

2 In consideration of ICG agreeing to provide the Confidential Information, Recipient agrees to keep the Confidential Information confidential in accordance with the terms of this agreement and to use all Confidential Information solely for the purposes of pursuing, evaluating, negotiating and/or implementing the Proposal and not otherwise (the **Authorised Purpose**).

3 All dealings in ICG Shares are subject to the restrictions in the Market Abuse Regulation (596/2014/EU) and the European Union (Market Abuse) Regulations 2016, consequentially neither party is free to deal in ICG Shares nor induce any person to deal in ICG Shares so long as they are in possession of inside information relating to the price of ICG Shares. Furthermore, civil and criminal liability can arise under the European Union (Market Abuse) Regulations 2016 and the Companies Act 2014 where a person deals in, or causes or procures another person to deal in, ICG Shares in a manner prohibited by the Market Abuse Regulation (596/2014/EU) and the European Union (Market Abuse) Regulations 2016.

4 Subject to clause 5 hereof, Recipient shall not disclose or permit to be disclosed on its behalf to any person other than to members of the Potential Consortium, ConsortiumCo and its or their advisers or such bank or other institution or entity from whom it may seek financing (including equity or debt financing) (collectively, **Representatives**; *provided* that only such persons who receive Confidential Information from Recipient shall be Recipient's Representatives for purposes of this Agreement), and who, in the course of their duties in connection with the Authorised Purpose, reasonably need to receive that information and who Recipient has instructed to abide by the applicable terms of this Agreement or who are otherwise bound by substantially equivalent professional or contractual obligations of confidentiality:

4.1.1 any Confidential Information of ICG; or

4.1.2 the fact that Confidential Information has been furnished to Recipient (other than disclosure in connection with the Authorised Purpose).

5 The Confidential Information shall be held by Recipient and its Representatives in strict confidence and Recipient shall not, and shall procure that each such Representative shall not disclose the same to any other person nor use the same for any purposes other than the Authorised Purpose, without the prior written consent of ICG, provided always that the agreements and undertakings herein contained shall not apply to so much of the Confidential Information:

5.1.1 which at the date of its disclosure to Recipient or any of its Representatives is in the public domain, or which comes into the public domain other than as a result of a disclosure in breach of the terms of this Agreement by Recipient or any of its Representatives;

5.1.2 which becomes available to Recipient or any of its Representatives from a source other than ICG or its advisers, officers, employees or agents, provided that such source is not, to the knowledge of Recipient, bound by a confidentiality agreement with, or obligation of secrecy to, ICG with respect to such information;

5.1.3 which can be demonstrated by Recipient to the reasonable satisfaction of ICG to have lawfully been already in Recipient's or any of its Representatives' possession (other than in their capacity as executives or directors of the Company or other than as advisors to the Company); or

5.1.4 which ICG agrees in writing with Recipient is not confidential information.

6 Recipient shall take all such security precautions as may be reasonably necessary to protect the Confidential Information from disclosure and keep it confidential, including without limitation, protection of documents from theft, damage, loss, unauthorised duplication and discovery of contents, and restrictions on access by other persons.

7 Following 14 days' notice in writing from ICG, Recipient and its Representatives will either return to ICG any and all written documents containing Confidential Information supplied to it or to any of its Representatives (together with any extracts or copies derived therefrom) or will provide a certification by Recipient that all copies made by it or any such persons as aforesaid have been destroyed or, in the case of electronic records, have been deleted from the relevant storage devices so that it is no longer readily accessible on such devices, except in any such case to the extent that the relevant document or record (1) is required to be retained for discovery or compliance purposes as a consequence of any actual or threatened legal proceedings, (2) is reasonably required in respect of an Authorised Purpose, (3) constitutes electronic files or data in archived or backup storage media or (4) is required to be retained by applicable law or bona fide document retention policy.

8 Other than any use in connection with an Authorised Purpose, if Recipient is requested pursuant to, or required by, applicable law, regulation, published regulatory policy, stock exchange or legal process (an **Applicable Requirement**) to disclose any of the Confidential Information, it will, if it is permitted to do so in accordance with the Applicable Requirement, promptly notify ICG orally, and confirm the same promptly in writing, so that ICG may seek a protection order or other appropriate remedy from the courts. It is further agreed that, in the absence of a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information which it is advised by its counsel is legally required. Where the disclosure is by way of stock exchange announcement, Recipient shall, if the timing and circumstances permit, consult with ICG in advance as to the wording of the announcement.

9 Save as necessary pursuant to any legal or regulatory requirements, neither the Company nor the Recipient will make, or permit or procure to be made or solicit or assist any other person to make, either directly or indirectly, any announcement or disclosure of particulars of the discussions between the Company and the Recipient concerning the Proposal, any variation thereof or any new proposal relating to the shares or business of the Company without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

10 Nothing in the Agreement will prevent the Recipient from, if it is making an offer for the Company within the meaning of the Irish Takeover Rules, including Confidential Information in the announcement of a firm intention to make an offer made pursuant to Rule 2.7 of the Irish Takeover Rules or in the offer document required to be published under Rule 24 of the Irish Takeover Rules or in any other announcement or document required by the Irish Takeover Rules, but only (i) to the extent that such Confidential Information is required to be included in such announcement or document in order to comply with the Irish Takeover Rules or (ii) to the extent that failure to include such Confidential Information would constitute a breach under statute or the Market Abuse Regulation (596/2014/EU) and the European Union (Market Abuse) Regulations 2016.

11 The Confidential Information has not been the subject of a verification exercise and ICG and its respective advisers, agents, officers, employees have no responsibility whatsoever for, and make no representation, express or implied and give no warranty with respect to the accuracy or completeness of the information, statements and data contained in the Confidential Information or in any oral communication in connection with the Proposal or the Confidential Information. It is understood that only those particular representations and warranties, which may be made to Recipient in a definitive agreement, when, and if it is executed, and subject to such limitations and restrictions as may be specified in such definitive agreement, shall have any legal effect.

12 Recipient confirms and undertakes that, except with the consent of ICG, no approaches of any kind shall be made by it or its agents or its Representatives to (i) ICG or any of its employees or officers other than the directors of ICG; or (ii) the customers or suppliers of ICG, in each case in respect of the Proposal.

13 Recipient acknowledges that any breach of this Agreement could cause injury to the non-breaching party and that monetary damages would not be an adequate remedy. Accordingly, Recipient acknowledges that ICG is entitled to seek equitable relief including injunctive relief in relation to any breach or suspected breach of this Agreement. Nothing contained in this Agreement shall be construed as prohibiting ICG from pursuing any other remedies available to it for a breach or a threatened breach. No failure or delay by either party in exercising any of its rights under this Agreement shall operate as a waiver of such rights nor shall any single or partial exercise preclude any further exercise of such rights.

14 ICG and Recipient's obligations under this agreement are subject to the Irish Takeover Rules. Recipient acknowledges that the receipt of Confidential Information is not to be taken as constituting the giving of investment advice to it by ICG or any other person nor to constitute Recipient as a customer of ICG and Recipient should not expect ICG to owe Recipient any duties or responsibilities in connection with the Proposal. Recipient confirms that it will make its own independent assessment of the merits or otherwise of proceeding with the Proposal.

15 ICG shall be entitled to disclose its Confidential Information, at its discretion, to parties other than Recipient unless otherwise expressly agreed in writing. Nothing in this Agreement shall require ICG to disclose any Confidential Information to Recipient.

16 This Agreement and the supply of Confidential Information by ICG is not an offer to sell any part of the business of ICG or any ICG Shares. ICG is not under any obligation to accept any offer that Recipient may make to buy any part of the business or shares of ICG and ICG may end discussions without giving any reason for doing so and without incurring any liability to ICG.

17 The obligations in this Agreement shall terminate and be of no further force or effect on the 12 month anniversary of the date of this Agreement.

18 Recipient understands and acknowledges that Recipient shall not acquire, by implication or otherwise, any right in or title to or licence in respect of any Confidential Information by virtue of any disclosure made pursuant to this Agreement.

19 Recipient represents and warrants that it is acting as principal and not as broker or agent for any person (other than other members of the Potential Consortium).

20 This Agreement is personal to Recipient and may not be assigned, save that Recipient shall be entitled to assign this Agreement to any body corporate which it may establish for the purpose of the Proposal.

21 The benefit of each and every one of the provisions of this Agreement shall be deemed to be separate and severable and enforceable accordingly. If any provision of this Agreement is found to be unenforceable or void, but would be enforceable in a reduced form (in terms of scope or duration) the provision shall have effect in such reduced form.

22 This Agreement shall be governed by the laws of Ireland and the parties hereby subject to the exclusive jurisdiction of the Irish courts.

[signature page follows]

IN WITNESS whereof the parties have executed this Agreement on the day and year first above written.

SIGNED for and on behalf of

IRISH CONTINENTAL GROUP PLC

[redacted]

Authorised Signatory:

Name and Title (in block capital)

SIGNED for and on behalf of

EAMONN ROTHWELL

IN WITNESS whereof the parties have executed this Agreement on the day and year first above written.

SIGNED for and on behalf of

IRISH CONTINENTAL GROUP PLC

Authorised Signatory: ____________________

Name and Title (in block capital)

SIGNED for and on behalf of

EAMONN ROTHWELL

[redacted]