

Dated 15 July 2025

DALATA HOTEL GROUP PLC

**DEED POLL INDEMNITY
for the benefit of the directors
and company secretary
of group companies**

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THIS DEED OF INDEMNITY (this **Deed**) is made by way of deed poll on 15 July 2025

BY DALATA HOTEL GROUP PLC, incorporated in Ireland with registered number 534888 and having its registered office at 1st Floor Termini, 3 Arkle Road, Sandyford Business Park, Dublin 18, Ireland (the **Company**)

in favour of, and with the intention and effect that it may be directly relied upon and enforced separately by each Beneficiary (and their personal representatives, heirs and estate) even though they are not party to this Deed.

IN CONSIDERATION of each Beneficiary (as defined below) having agreed to serve the Company, or another Group Company, the Company irrevocably and unconditionally agrees and undertakes as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed, the following expressions shall, unless the context otherwise requires, have the following meanings:

Beneficiary means person who at any time is or becomes a director or company secretary of a Group Company, provided that this shall not include: (i) any person who becomes a director or a company secretary of a Group Company after the time that the Company becomes a Subsidiary of another person; or (ii) any person in respect of whom the Board resolves, prior to the time that person becomes a director or company secretary of a Group Company, that he shall not have the benefit of this Deed;

Board means the board of directors of the Company from time to time and for the time being;

Expenses means all properly incurred expert's costs, forensic costs, reasonable legal fees (including barrister's costs), court costs and other properly incurred fees and/or expenses (including any local or foreign taxes imposed thereon) paid or incurred by the Beneficiary in good faith in connection with investigating, defending, prosecuting (subject to clause 3.2), being a witness in, participating in (including on appeal), or preparing for any of the foregoing in any Proceeding relating to any Indemnifiable Event;

Group means the Company and its Subsidiaries from time to time and **Group Company** shall be construed accordingly;

Indemnifiable Event means any act, event, circumstance or occurrence that takes place, whether prior to or after the execution of this Deed, related to the fact that the Beneficiary is or was a director or company secretary of a Group Company or related to anything done or not done by the Beneficiary in any such capacity;

Indemnity means the indemnity given in clause 3 (*Indemnity and exclusions*);

Proceeding means:

- (a) any threatened, actual, pending or completed legal, judicial, arbitral, administrative, regulatory or other action, suit, proceeding or alternative dispute resolution mechanism, procedure or proceeding (including an action by, or in the right or name of, a Group Company); or
- (b) any inquiry, hearing, tribunal or investigation, whether conducted by a Group Company or any other person, that a Beneficiary acting in good faith believes on reasonable grounds may lead to: (i) the institution of any legal, judicial, arbitral, administrative, regulatory or other action, suit, proceeding or alternative dispute resolution mechanism, procedure or proceeding (including an action by, or in the right or name of, a Group Company); or (ii) adverse consequences or findings in respect of a Beneficiary in his capacity (or former capacity, as the case may be) as a director or company secretary of a Group Company; and

Subsidiary has the same meaning given to that term in the Companies Act 2014.

1.2 In this Deed, unless otherwise specified:

- 1.2.1 a reference to a clause is to a clause of this Deed;
- 1.2.2 a reference to a **Beneficiary** includes his or her personal representatives, heirs and estate;
- 1.2.3 a reference to any statute or statutory provision or statutory instrument shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or superseded;
- 1.2.4 references to a **person** shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- 1.2.5 headings to clauses are for convenience only and do not affect the interpretation of this Deed;
- 1.2.6 the singular include the plural and *vice versa* and references to one gender includes all genders; and
- 1.2.7 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

2 **AGREEMENT TO SERVE**

- 2.1 Each Beneficiary agrees, or has agreed, to serve as a director and/or company secretary of the Company, or another Group Company. This Deed does not create or otherwise establish any right on the part of the Beneficiary to be and continue to be elected or appointed a director and/or company secretary of the Company or any other Group Company and does not create an employment contract between the Company and the Beneficiary.

3 **INDEMNITY AND EXCLUSIONS**

3.1 Subject to clauses 3.2, 3.3 and 8.2:

- 3.1.1 the Company shall on demand indemnify each Beneficiary against all Expenses, losses and liabilities incurred by him/her arising from the execution and discharge of his/her duties or in relation thereto, including any liability incurred by him/her in defending any Proceeding, civil or criminal, which relate to (or which arise in whole or in part out of) any Indemnifiable Event and in which judgment is given in his/her favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his/her part) or in which he/she is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him/her by a court;
- 3.1.2 each Beneficiary shall be entitled to indemnification of Expenses, and shall receive payment thereof, from the Company in accordance with this Deed as soon as practicable after the Beneficiary has made written demand on the Company for indemnification accompanied by such invoices and/or other evidence of the incurring and the quantum of such Expenses as the Company (acting reasonably) may request the Beneficiary to produce;
- 3.1.3 to the extent that a Beneficiary is successful in the defence of any Proceeding relating in whole or in part to an Indemnifiable Event or in defence of any issue or matter therein, the Beneficiary shall

be on demand indemnified by the Company hereunder against all Expenses incurred in connection therewith; and

3.1.4 the Company shall at its own cost upon demand provide each Beneficiary with such reasonable assistance, including reasonable access rights to information, documents, records and personnel of each Group Company, to enable the Beneficiary to prepare for the Proceedings and protect his/her good name (subject to any legally binding obligations of confidentiality undertaken by the Company to any third parties, and provided that (a) the Company shall not be obliged to disclose commercially sensitive information to a Beneficiary if he/she is no longer a director or company secretary of the Company; and (b) the Company may as a pre-condition to such assistance require a Beneficiary to confirm that he will not disclose any information, documents or records provided by a Group Company pursuant to this clause to any third party without the Company's prior written consent (such consent not to be unreasonably withheld or delayed)).

3.2 Notwithstanding anything in this Deed to the contrary, a Beneficiary shall not be entitled to indemnification pursuant to this Deed in connection with any Proceeding initiated by a Beneficiary against a Group Company or against any director, officer or employee of a Group Company unless:

3.2.1 the Company has joined in, or the Board has consented to, the initiation of such Proceeding; or

3.2.2 the Proceeding is one to enforce a Beneficiary's right or an obligation or liability of the Company pursuant to this Deed.

3.3 Notwithstanding any other provision of this Deed to the contrary, the Company shall not be obligated to make any payment pursuant to this Deed:

3.3.1 which is prohibited by law (including in respect of any liability expressly prohibited from being indemnified pursuant to section 235 of the Companies Act 2014), **PROVIDED THAT** (i) where sections 235(3) and 233 of the Companies Act 2014 apply to the Beneficiary, this clause 3.3.1 shall not restrict any rights that any Beneficiary may have under this Deed; and (ii) to the extent any such prohibitions are amended or determined by a court of a competent jurisdiction to be void or inapplicable, or relief to the contrary is granted, then the Beneficiaries shall receive the greatest rights then available under law;

3.3.2 to the extent that the Beneficiary is entitled to recover, and does in fact recover, the relevant Expenses (in respect of which indemnity might otherwise be sought by the Beneficiary pursuant to this Deed) pursuant to any directors' and officers' liability insurance (including run-off insurance) maintained by the Company or pursuant to any provision as to the indemnification of directors or of a company secretary contained in the constitution of a Group Company;

3.3.3 to a Beneficiary in respect of any act, omission, event or circumstance in respect of which there has been fraud or dishonesty by that Beneficiary;

3.3.4 in respect of loss of earnings or any other employment benefit including, without limitation, rights to bonus or other monetary incentives, shares options or other share-based incentives or pension or other retirement benefits which a Beneficiary may suffer as a result of any period of disqualification from the position of a director or company secretary by any relevant court, tribunal or other legal or regulatory authority;

3.3.5 to a Beneficiary where that Beneficiary has improperly derived a personal benefit or profit;

3.3.6 if a court of competent jurisdiction by a final and non-appealable judgment, shall determine that indemnification is not permitted under applicable law; or

- 3.3.7 to a Beneficiary on account of any Proceeding relating to an Indemnifiable Event in respect of which that Beneficiary has been convicted of a crime under the laws of the jurisdiction where the criminal action had been brought.
- 3.4 Without prejudice to any other rights or remedies which may be available to the Beneficiary, the Indemnity shall not extend to any liability (including any costs and expenses) incurred by, or attaching to, the indemnitee:
- 3.4.1 to pay a fine imposed in criminal proceedings;
- 3.4.2 to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (howsoever arising);
- 3.4.3 in defending any criminal proceedings in which the indemnitee is convicted;
- 3.4.4 in defending civil proceedings brought by a Group Company in which judgment is given against the Beneficiary; or
- 3.4.5 in connection with an application for relief in which the court refuses to grant the Beneficiary relief, unless, in connection with the matters giving rise to the liability in 3.4.1 to 3.4.5, the Board determines that the indemnitee acted in good faith with a view to the best interests of any relevant Group Company.
- 3.5 In computing the amount of any claim for indemnification there shall be taken into account the amount of any tax deduction or tax saving obtained by the indemnitee in consequence of the matter that has given rise to such claim.
- 3.6 Subject to clauses 3.2, 3.3 and 8.2:
- 3.6.1 it is Company's intent to indemnify the Beneficiaries from and against any and all Expenses, losses and liabilities by reason of (or arising in whole or part out of) an Indemnifiable Event to the fullest extent permitted by law;
- 3.6.2 the rights of each Beneficiary hereunder shall be in addition to any other rights that Beneficiary may have, whether under the constitution of any Group Company, under any insurance policy, pursuant to applicable law or otherwise; and
- 3.6.3 to the extent that a change in applicable law (whether by statute or judicial decision) after the date of this Deed permits greater indemnification than would be afforded currently under the constitution of the Company and/or (as the case may be) the constitution of any of the Company's Subsidiaries, applicable law or this Deed, it is the Company's intent that the Beneficiaries shall enjoy, and the Beneficiaries shall enjoy, by this Deed the greater benefits so afforded by such change.
- 3.7 For the purposes of this Deed, the meaning of the phrase "*to the fullest extent permitted by law*" shall include, but not be limited to: (i) to the fullest extent permitted by the provisions of the laws of Ireland and/or the constitution of the Company and/or (as the case may be) the constitution of any of the Company's Subsidiaries; and (ii) to the fullest extent authorised or permitted by any amendments to or replacements of the laws of Ireland and/or of the constitution of the Company and/or of any Group Company adopted after the date of this Deed that increase the extent to which a company may indemnify its directors or company secretary.

4 **ASSIGNMENT AND CEASING TO BE A DIRECTOR OR COMPANY SECRETARY**

- 4.1 Without prejudice to clause 1.2.2, the benefit of this Deed shall be personal to each Beneficiary and may not be assigned by a Beneficiary save with the prior written consent of the Company.
- 4.2 The indemnification provided under this Deed shall continue as to each Beneficiary for any action taken or not taken while serving as a director or company secretary of a Group Company and which pertains to an Indemnifiable Event, even though he or she may have ceased to be a director or company secretary of the relevant Group Company at the time of any Proceeding or is deceased (in which case this Deed shall endure to the benefit of his estate).

5 **DURATION, TERMINATION AND AMENDMENT**

- 5.1 The indemnity obligations under clause 3 (*Indemnity and exclusions*) shall terminate as regards a Beneficiary with effect from the time at which the Beneficiary ceases to be a director or company secretary of any Group Company **PROVIDED THAT** such termination shall be without prejudice to the obligations and liabilities of the Company pursuant to, and the right and ability of that Beneficiary to bring a claim under, clause 3 (*Indemnity and exclusions*), clause 8 (*Payments*) and/or clause 9 (*Tax / No set-off*) where the circumstances giving rise to such claim occurred prior to such cessation.
- 5.2 The Company shall have the right, at any time following the date falling 14 days after the date that it has given notice thereof to each Beneficiary, to terminate this Deed and/or to modify, vary or amend any provision of this Deed without the consent or agreement of any Beneficiary **PROVIDED THAT** such termination, modification, variation or amendment shall not affect the liability of the Company pursuant to, nor the right and ability of a Beneficiary to bring a claim under, clause 3 (*Indemnity and exclusions*), clause 8 (*Payments*) and/or clause 9 (*No set-off / Tax*) where the circumstances giving rise to the claim occurred on or prior to the date of such termination, modification, variation or amendment and in such circumstances, no account shall be taken of any such termination, modification, variation or amendment and the respective rights and obligations of the Company and the Beneficiaries in connection with any such claim shall be construed and take effect as if no such termination, modification, variation or amendment had occurred.
- 5.3 No modification, variation or amendment of this Deed shall be binding unless executed in writing by the Company. No waiver of any of the provisions of this Deed shall be binding unless in the form of writing signed by the person against whom enforcement of the waiver is sought, and no such waiver shall operate as a continuing waiver. No failure to exercise or any delay in exercising any right or remedy hereunder shall constitute a waiver thereof.

6 **NOTICE OF PROCEEDINGS BY BENEFICIARY**

- 6.1 The Beneficiary agrees promptly to notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any Proceeding which may be subject to indemnification hereunder, provided that the failure to so notify the Company will not relieve the Company from any liability it may have to the Beneficiary except to the extent that such failure materially prejudices the Company's ability to defend such claim. With respect to any such Proceeding as to which the Beneficiary notifies the Company of the commencement thereof:
- 6.1.1 the Company will be entitled to participate therein at its own expense; and
- 6.1.2 except as otherwise provided below, and without prejudice to the indemnification entitlements of the Beneficiary under this Deed, to the extent that it may wish, the Company will be entitled to assume the defence thereof, with counsel reasonably satisfactory to Beneficiary. After notice from the Company to the Beneficiary of its election so to assume the defence thereof, the Company will not be liable to Beneficiary under this Deed for any Expenses subsequently incurred by the Beneficiary in connection with the defence thereof other than, subject to clause 3.3, reasonable

costs of investigation or as otherwise provided below. The Beneficiary shall have the right to employ the Beneficiary's own counsel in such Proceeding, but the fees and Expenses of such counsel incurred after notice from the Company of its assumption of the defence thereof shall be at the expense of Beneficiary and not subject to indemnification hereunder unless: (a) the employment of counsel by the Beneficiary has been authorized by the Company; (b) in the reasonable opinion of counsel to the Beneficiary there is or may be a conflict of interest between the Company and the Beneficiary in the conduct of the defence of such Proceeding; or (c) the Company shall not in fact have employed counsel to assume the defence of such action, in each of which cases, subject to clause 3.3, the reasonable Expenses of counsel shall be at the expense of the Company.

- 6.2 Neither the Company nor the Beneficiary shall settle any claim without the prior written consent of the other (which shall not be unreasonably withheld, conditioned or delayed).

7 INVALIDITY

If any provision (or portion thereof) of this Deed shall be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law. Furthermore, to the fullest extent possible, the provisions of this Deed (including, without limitation, each portion of this Deed containing any provision held to be invalid, void, or otherwise unenforceable that is not itself invalid, void or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, void or unenforceable.

8 PAYMENTS

- 8.1 If the Company fails to pay any sum payable by it under this Deed on the due date for payment, it shall pay interest on that sum at eight per cent. (8%) per annum. Such interest may, without limiting the rights of any Beneficiary, be claimed as a debt or liquidated demand, for the period from and including the due date up to the date of actual payment (after as well as before judgment). The Company considers the provisions of this clause to be commercially justifiable, representing its genuine pre-estimate of loss that it believes a Beneficiary would suffer if there were a breach of a payment obligation by the Company. Interest under this clause shall (i) accrue from day-to-day and shall be compounded with such rests on such days as the Beneficiary that is due to be paid shall from time to time decide, but without prejudice to its right to require payment of such interest at any time and (ii) be paid by the Company on demand.
- 8.2 In the event of payment under this Deed, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of a Beneficiary, who shall, at the cost of the Company, execute all papers reasonably requested by the Company and shall, at the cost of the Company, do such things as may be reasonably requested by the Company and which are necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.
- 8.3 The Company shall not be liable under this Deed to make any payment in connection with any claim made by a Beneficiary to the extent the Beneficiary has otherwise actually received payment in cleared funds (under any insurance policy, the constitution of a Group Company or otherwise) of the amount otherwise indemnifiable hereunder.
- 8.4 To the extent that the Company makes any payment to a Beneficiary under this Deed in cleared funds and the Beneficiary subsequently recovers from any third party in cleared funds a sum which is referable to an act, omission, event or circumstances in respect of which the Company made such payment to that Beneficiary, that Beneficiary shall forthwith repay to the Company:

- 8.4.1 an amount equal to the sum so recovered from the third party, net of all taxes suffered or incurred or that will be suffered or incurred on that sum and less any reasonable out-of-pocket costs and expenses incurred by the Beneficiary in recovering the same; or
- 8.4.2 if the figure resulting under sub-clause 8.4.1 is greater than the amount paid by the Company to the Beneficiary, a sum equal to the amount paid by the Company to the Beneficiary.

9 NO SET-OFF / TAX

- 9.1 All amounts due and payable under this Deed shall be paid by the Company in full without any set-off or counterclaim free and clear of all deductions or withholdings (other than any deduction or withholding required by law).
- 9.2 If any deduction is required by law to be made from any payment made by the Company hereunder, or if payment made by the Company hereunder is subject to a liability to tax in the hands of the Beneficiary, then the Company shall pay to the Beneficiary such sum as will, after such deduction has been made or after such liability to tax has been taken into account, leave the Beneficiary with the same amount as he would have been entitled to receive had no such deduction been required by law or as he would have been entitled to retain had no such liability to tax arisen.

10 NOTICES

- 10.1 All notices, demands, and other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered by hand, against receipt, or mailed, postage prepaid, certified or registered mail, return receipt requested, and addressed to the Company at:

The Directors	Dalata Hotel Group plc, Termini, 3 Arkle Road, Sandyford Business Park, Dublin 18, D18 C9C5, Ireland	<i>Name / position:</i> Dermot Crowley, CEO <i>Email:</i> [REDACTED]
With a copy to:	A&L Goodbody LLP	Paul White (Partner) [REDACTED] Berni Hosty (Partner) [REDACTED] Richard Marron (Partner) [REDACTED]

and (unless otherwise notified to the Company in writing) to each Beneficiary at the address registered with the Register of Companies in respect of the Beneficiary's appointment as a director or company secretary of the Company.

- 10.2 Notice of change of address shall be effective only when given in accordance with this clause. All notices complying with this clause shall be deemed to have been received on the date of hand delivery or on the third business day after mailing.

11 GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, formation, existence, negotiation, validity, termination or enforceability (including non-contractual obligations, disputes or claims) shall be governed by and construed in accordance with the laws of Ireland. The courts of Ireland shall have non-exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this Deed or its subject matter, formation, existence, negotiation, validity, termination or enforceability (including

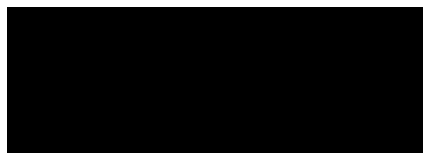
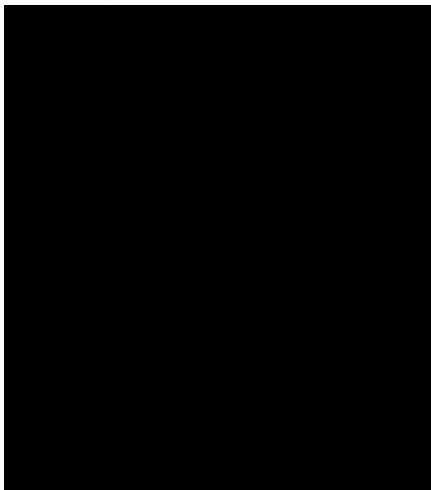
non-contractual obligations, disputes or claims) and the Company irrevocably submits to the non-exclusive jurisdiction of those courts.

IN WITNESS WHEREOF this Deed has been executed and delivered as a Deed for the benefit of each Beneficiary on the date first written above

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SIGNED for and on behalf of
DALATA HOTEL GROUP PLC
by its lawfully appointed attorney

In the presence of:



Signature of Attorney



Print Name: