

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement ("Agreement") is entered for:

### **Disclosing Party: MAME Capital**

#### **1. Purpose**

The User seeks access to certain confidential information related to real estate assets for the purposes of evaluating, negotiating, or potentially engaging in a transaction (the "Permitted Purpose").

#### **2. Definition of Confidential Information**

"Confidential Information" means all non-public, proprietary or confidential information disclosed by the Disclosing Party, directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to:

- Details about real estate assets, including financial records, appraisals, lease agreements, property-specific information, tenant identities, and plans for development or sale;
- Any information marked as confidential or that reasonably should be understood as confidential given the nature of the information and circumstances of disclosure.

Confidential Information does **not** include information which:

- (a) is or becomes publicly available other than through breach of this Agreement;
- (b) was lawfully known to the User prior to disclosure;
- (c) is received from a third party who is not bound by a confidentiality obligation; or
- (d) is developed independently without reference to the Confidential Information.

#### **3. Restrictions**

The User agrees to:

- Use the Confidential Information solely for the Permitted Purpose;
- Not disclose Confidential Information to anyone except employees, agents, or advisors who need to know for the Permitted Purpose and who are bound by confidentiality obligations;
- Protect the Confidential Information with the same degree of care it uses to protect its own confidential information, but not less than reasonable care.

#### **4. Duration**

This Agreement and the User's duty to hold Confidential Information in confidence shall remain in effect for a period of [two (2)/three (3)] years from the date of disclosure.

#### **5. Return or Destruction of Information**

Upon the Disclosing Party's written request or upon termination of discussions, the User shall promptly return or destroy all Confidential Information, including all copies, summaries, and notes.

#### **6. No License or Obligation**

Nothing in this Agreement grants any license or rights to the User with respect to the Confidential Information except as expressly set out herein. No obligation to proceed with any transaction is created by this Agreement.

#### **7. Remedies**

The Disclosing Party shall be entitled to injunctive relief and any other remedies available at law or equity in the event of any breach of this Agreement.

#### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Zürich, Switzerland

#### **9. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements and understandings.