

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement made this ___ day of 2025 by and between _____, as a Board Member ("Board Member") of Heritage On The Marina, a California nonstock corporation ("Heritage"), with offices at 3400 Laguna St, San Francisco, CA 94123 with fiduciary responsibilities to Heritage in your capacity as Board Member, and Heritage.

WHEREAS Heritage is interested in exploring a potential affiliation opportunity (the "Affiliation Opportunity") with yet-to-be-determined Affiliate Candidates ("Affiliate Candidates");

WHEREAS, in the course of exploring the foregoing Affiliation Opportunity, certain trade secrets and other confidential information regarding Heritage, the Affiliate Candidates, and the foregoing Affiliation Opportunity will be disclosed or made available to you in your capacity as a Board Member;

WHEREAS Heritage desires to protect and preserve its rights in all such confidential information and agrees, as a condition of sharing such information, to enter into this Agreement to protect all confidential information, discussion related to Affiliate Candidates, decisions made by Heritage regarding the Affiliation Opportunity and the Affiliate Candidates, and trade secrets; and

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, hereby agree as follows:

1. Definitions.

"Confidential Information" means any information disclosed to you in your capacity as Board Member by Heritage or the Affiliate Candidates that is, or could reasonably be, considered as proprietary or confidential, including (without limitation) its business plans and decisions, business information, marketing plans, relevant records, processes, know-how, techniques, data, research, manuals, employee handbooks, procedures, products, trade secrets, specifications, business affairs, plans, customer information, supplier information, projections, budgets, financial information, ideas, quality standards, or employee and/or subcontractor information, whether in oral, written or electronic form and whether such Confidential Information is created by Heritage or the Affiliate Candidates. You as a Board Member of Heritage acknowledge and agree that Confidential Information shall include Confidential Information you received prior to the execution of this Agreement and Confidential Information not yet in existence at the time of execution, including all board discussions, dialogues, and decisions rendered by some or all Board Members of Heritage regarding the Affiliation Opportunity. All Confidential Information shall remain solely the property of Heritage, without regard to whether such information constitutes information or materials eligible for U.S. or foreign patent, copyright, trademark, trade secret or any other protection under any intellectual and/or proprietary protection laws whatsoever. Nothing contained herein shall require the disclosure of any Confidential Information by you as Board Member of

Heritage, and nothing contained herein shall be construed as the grant of a license or any other right, either directly or indirectly, by application, estoppel or otherwise, to any Confidential Information. Your confidentiality obligations hereunder shall survive for a period of three years following the termination of this Agreement.

"Disclosing Party" means a party that discloses Confidential Information to the other party. It is possible for both Heritage and the Affiliate Candidates to be considered a "Disclosing Party."

"Recipient" means you as Board Member who receives Confidential Information from Heritage or the Affiliate Candidates.

2. Excluded Information. Confidential Information does not include any information that: (i) Recipient can document and prove was known to him/her prior to the date of this Agreement without an obligation to keep it confidential; (ii) Recipient can document and prove was lawfully obtained from another party without any obligation of confidentiality; (iii) is or becomes part of the public domain through no act or violation of any obligation of Recipient; or (iv) is required to be disclosed by court order or operation of law, subject to the requirements of Section 6 of this Agreement.

3. Non-Disclosure and Non-Use of Confidential Information. In consideration of Heritage exploring this opportunity and additional subsequent opportunities with Recipient, Recipient agrees that he/she and Heritage's respective directors, officers, partners, employees, counsel, consultants and agents (collectively, the "Representatives"): (a) shall disclose such Confidential Information to only those Representatives of Heritage (i) whose duties justify their need to know such information and (ii) who have been clearly informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information; (b) shall not, either directly or indirectly, (i) use, apply, or disclose any Confidential Information to or for the knowledge of or benefit of any resident or prospective resident of Heritage or any other third party; and (c) shall use such Confidential Information only for the purposes set forth in this Agreement. Without limiting the foregoing, Recipient shall treat all Confidential Information as strictly confidential and shall use at least the same care to prevent disclosure of such information as Recipient uses with respect to his/her own confidential and proprietary information. Recipient shall be responsible for any unauthorized use or disclosure of Confidential Information.

4. Return/Destruction of Confidential Information. At any time upon Disclosing Party's request, Recipient shall promptly redeliver to Heritage, or destroy at Heritage's direction, all written material in any media or format whatsoever containing, reflecting or in any way derived from the Confidential Information (including notes, summaries, copies, extracts or other reproductions, in whole or in part). Within ten (10) days of redelivery or destruction, the Recipient shall certify in writing to Heritage that the Confidential Information was redelivered or destroyed. The redelivery or destruction of the Confidential Information shall not in any way relieve the Recipient of its obligation of confidentiality.

5. Specific Performance. The Recipient hereby expressly recognizes and acknowledges that extensive and irreparable damage would result to Heritage in the event that this Agreement is not specifically enforced. Therefore, Heritage's rights and obligations hereunder shall be enforceable in a court of equity by a decree of specific performance and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies and any and all other remedies provided for in this Agreement shall, however, be cumulative and not exclusive and shall be in addition to any other remedies which Heritage may have under this Agreement or otherwise.

6. Subpoena or Court Order: In the event that the Recipient receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena or other order issued by a court of competent jurisdiction or by another governmental agency, the Recipient shall: (a) promptly notify Heritage of the existence, terms and circumstances surrounding such a request; (b) consult with Heritage on the advisability of taking steps to resist or narrow such request; (c) if disclosure of such Confidential Information is required, furnish only such portion of the Confidential Information as the Recipient is advised by counsel is legally required to be disclosed; and (d) cooperate with Heritage, at Heritage's expense, in its efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Confidential Information that is required to be disclosed.

7. Notice. The Recipient will notify Heritage immediately in the event he/she learns of any unauthorized possession, use or knowledge of the Confidential Information and/or any materials containing Confidential Information, and will cooperate with Heritage in any litigation against any third persons necessary to protect the rights of Heritage with respect to the Confidential Information.

8. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective representatives, successors and assigns. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California exclusive of conflicts of law provisions. Each of the parties hereby submits to the exclusive jurisdiction of the state and/or federal courts located within the State of California for any suit, hearing or other legal proceeding of every nature, kind and description whatsoever in the event of any dispute or controversy arising under or relating to this Agreement. All notices or other communication required or permitted to be given to either party shall be in writing and shall be sent by first class U.S. mail or overnight delivery service to the address designated by the parties. No failure or delay by a party to insist upon the strict performance of any term or condition of this Agreement or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, covenant, or agreement or any such breach, or preclude a party from exercising any such right, power, or remedy at a later time or times. Any waiver must be in writing and signed by the party to be charged therewith. Except as expressly set forth herein, each party shall bear its own costs, expenses, taxes and other charges whatsoever incurred in connection with the execution and performance of this Agreement. The prevailing party in litigation brought by Heritage as a result of an alleged breach of the Agreement shall be entitled to recover all reasonable attorneys' fees, court costs and other expenses incurred in connection with such litigation. In the event that any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, illegal or

unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected. Such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced. This Agreement may be modified only by a writing signed by the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. The terms and provisions of this Agreement constitute the entire agreement between the parties with respect to the matters described in this Agreement and supersede all prior agreements, negotiations, representations, or proposals, whether written or oral, relating thereto.

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

Heritage On The Marina

By (Signature): _____

Print Name: _____

Title: _____

Board Member of Heritage On The Marina

By (Signature): _____

Print Name: _____