

La Loma Querétaro

and



Non-Disclosure and Confidentiality Agreement

This Agreement (the "**Agreement**") is amongst;

La Loma Querétaro, its officers, and agents, and representatives ("**La Loma**")

and

_____, its officers, employees, and agents (the "**Prospect**")

WHEREAS, the Prospect is reviewing financial and other information provided by and on behalf of La Loma in the potential acquisition of La Loma, its facilities, real estate, and business operations (the "**Transaction**");

WHEREAS, La Loma wishes to provide, and Prospect wishes to receive, certain confidential information of La Loma in connection with the Transaction;

NOW, THEREFORE, it is agreed as follows:

1. "**Confidential Information**" shall mean all information concerning La Loma, and each of its subsidiaries and affiliates, and their business and affairs, the Transaction, including without limiting the foregoing, any information not generally known to any other person which gives La Loma an advantage in its business and/or operations, and any information relating to the financial statements, business plans and development of La Loma properties, including any and all information heretofore provided to La Loma's agents, Ferdinand Redelijk and Lidwien Redelijk, but does not include:

- (a) information that is or becomes publicly available other than by a breach of this Agreement by the Prospect;
- (b) information that is disclosed to the Prospect by any third party which is not an affiliate of La Loma, that the Prospect reasonably believes was entitled to disclose it to the Prospect except as to Ferdinand Redelijk and Lidwien Redelijk;
- (c) information that is known to the Prospect prior to the date of this Agreement, or that the Prospect develops independently without use of the Confidential Information; and

2. The Prospect agrees to take reasonable measures to keep confidential the Confidential Information, and shall disclose the Confidential Information only to those personnel associated with the Prospect who have a need to know such Confidential Information, and shall use the Confidential Information solely for the purpose of investigating participating in the Transaction. The Prospect will show this Agreement to its personnel having access to the Confidential Information, and will be responsible for any breach of this Agreement by its personnel. Disclosure to third party consultants or advisors (other than lawyers) shall require notification to, and prior written approval of La Loma (not to be unreasonably withheld).

3. Notwithstanding anything to the contrary in this Agreement, the Prospect may disclose Confidential Information as may be required by law, statute, rule or regulation, including

any subpoena or other similar form of process. The Prospect will provide La Loma with prompt notice of any request that the Prospect disclose Confidential Information (so long as such notice is not prohibited by law), so that La Loma may object to the request and/or seek an appropriate protective order. It is understood and agreed that any objection by La Loma to such a request shall not affect the Prospect's obligations to produce materials called for by appropriate legal process.

4. The Prospect recognizes the confidential and proprietary nature of the Confidential Information and acknowledges that, in the event it is determined by a court that a breach of the confidentiality provisions of this Agreement has occurred or is likely to occur, La Loma will suffer irreparable harm. Accordingly, La Loma shall be entitled to seek and obtain preliminary and permanent injunctive relief in the event of a breach or threatened breach of this Agreement, as well as all other applicable remedies at law or equity.

5. The Prospect's confidentiality obligations under this Agreement will terminate one (1) year from the date set forth below. The Prospect shall return or destroy all the Confidential Information to La Loma in whatever form, without retaining any copies thereof upon written demand by La Loma, or within one (1) month of the termination of this Agreement, whichever occurs first, unless the parties enter into a joint venture or similar agreement for the development of the La Loma property or effectuate a sale of all or part of La Loma's assets. The Prospect shall provide an affidavit to La Loma confirming the Confidential Information and all electronic and paper copies thereof were properly destroyed within five (5) days of their destruction.

6. This Agreement shall be governed and construed pursuant to the laws of the State of Florida, United States of America, and the parties agree that the United States Federal Court for the Middle District of Florida shall have jurisdiction over any claims arising under this Agreement, including the right to grant injunctive relief and the parties hereby consent, and submit thereunder, to the personal and subject matter jurisdiction of that Court.

7. This Agreement constitutes the sole agreement between the parties relating to the subject matter hereof, and terminates and supersedes any and all prior agreements, arrangements, and understandings between the parties as to such subject matter.

IN WITNESS WHEREOF AND ACCEPTED BY,

the parties have signed this Agreement as of the _____ day of _____, 2024.

Accepted and agreed to as of the date first written above.

La Loma Querétaro

By: _____
Name: _____
Title: _____

The Prospect - _____
(Please enter entity or personal name)

By: _____
Name: _____
Title: _____