

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”), dated as of \_\_\_\_\_, 2026, is executed and delivered by the undersigned prospective buyer or tenant (“Prospect”) for the benefit of **Dominican Sisters of Mission San Jose, a California nonprofit religious corporation** (“Owner”) and **3D Strategies, Inc.** (“3D Strategies”) in connection with the proposed sale of two buildings, identified as the Siena Building and the Jordan Building, with total improvements of approximately 29,738 SF on approximately 2.55 acres located at 43326 Mission Boulevard, Fremont, CA, (APNs 513-380-49, -50) (the “Property”). Prospect has informed Owner and 3D Strategies that they wish to obtain information about the opportunity to purchase the Property (the “Opportunity”).

Owner may provide certain data, documents, files, records and other information concerning the Property (“Property Materials”) to Prospect to evaluate the Opportunity. The term Property Materials shall not include (i) information which at the time of disclosure or thereafter is generally available to the public (other than as a result of a disclosure directly or indirectly by Prospect or its Related Parties), or (ii) was or is in the Prospect’s possession prior to the disclosure thereof at the time of disclosure by Owner or 3D Strategies. Neither Owner nor 3D Strategies will make such Property Materials available to the Prospect unless and until the Prospect has executed this Agreement and thereby agrees to be bound by its terms. Upon Owner’s and 3D Strategies’ receipt of this Agreement, executed by the Prospect, Owner and 3D Strategies may deliver or make available to Prospect copies of the Property Materials subject to the following conditions:

1. All Property Materials relating to the Property, which may be furnished to the Prospect by 3D Strategies or Owner, shall continue to be the property of the Owner. The Property Materials will be used by the Prospect solely for the purpose of evaluating the merits of a potential Opportunity. The Property Materials must be returned to 3D Strategies and/or Owner, and duplicate paper copies destroyed (and digital copies deleted), immediately upon either 3D Strategies or Owner’s request or when the Prospect declines to make an offer for the Property or terminates any discussion or negotiation with respect to the Property.
2. The Prospect will not make any Property Materials available to or disclose any of the contents thereof with any other person unless Owner has approved in writing such disclosure or discussion; provided, however, that the Property Materials may be disclosed by Prospect to the Prospect’s employees, legal counsel and institutional lenders and potential equity investors in connection with the Opportunity (each a “Related Party” and collectively “Related Parties”) who, in the Prospect’s good faith and reasonable judgment, need to know such information for the purpose of evaluating the potential Opportunity. For purposes of this paragraph, the term “Property Materials” shall also include any data, test results, studies, reports, analysis, or other information developed by Prospect at any time regarding the physical condition of the Property and/or the improvements thereon. Related Parties shall be informed by the Prospect of the confidential nature of the Property Materials and Related Parties must agree to keep all Property Materials strictly confidential in accordance with this Agreement. Prospect shall be responsible for any violation of this provision by any Related Party. Notwithstanding the foregoing, Prospect may disclose any of the Property Materials and the reports, studies, documents and other matters generated by Prospect as required by law or court order (provided prompt prior written notice of such disclosure shall be provided to Owner). If Prospect or its Related Parties are requested, required or become legally compelled pursuant to law, rule, regulation or legal process (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Property Materials, that party shall, to the extent legally permissible, provide Owner with prompt notice of such requirement so that Owner may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement (and Prospect shall reasonably cooperate with Owner, at Owner’s expense, in Owner’s efforts to obtain a protective order and nor shall its Related Parties oppose the same). If so requested, required or compelled, Prospect or such Related Party agrees to disclose only that portion of the Property Materials which it is advised by its counsel is legally required and to exercise commercially reasonable efforts to obtain reasonable assurance that confidential treatment will be accorded such Property Materials.
3. Prospect shall not disclose to any party (other than Related Parties) any of the terms or conditions related to the Opportunity unless Owner has approved in writing of such disclosure or discussion. Related Parties shall be informed by the Prospect of the confidential nature of this information and must agree to keep all such information strictly confidential in accordance with this Agreement. Prospect shall be responsible for any violation of this provision by any Related Party.
4. Prospect understands and acknowledges that the Property Materials are being provided to Prospect without any representation or warranty, express or implied, as to the accuracy or completeness thereof and Owner and 3D Strategies assume no liability related to Prospect’s use of the Property Materials. The Property Materials have not been independently verified by 3D Strategies or Owner and neither 3D Strategies or Owner have guaranteed the completeness or accuracy of the Property Materials. Prospect agrees that neither 3D Strategies nor the Owner shall have any liability for any reason to the Prospect or Related Parties resulting from the use of or reliance upon the Property Materials by Prospect or the Related Parties.
5. Prospect hereby indemnifies and holds harmless 3D Strategies and the Owner and their affiliates, successors and permitted assigns, and their respective officers, directors, employees and partners, against and from any loss, liability, claims, damages, costs or expenses including attorney’s fees arising out of any (a) breach of any of the terms of this Agreement by the Prospect or any Related Party and (b) claim or claims by any salesperson or broker, or any finder retained by Prospect,

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any Related Party or any of their representatives for commissions, fees, and other compensation of any kind whatsoever for the sale or lease or the proposed sale or proposed lease, or any other transaction involving the Property.

6. Prospect acknowledges that Owner has the right at any time prior to the execution of any definitive agreement by Owner and Prospect for the sale or lease of the Property to withdraw the Property from the market, change the offering price, reject any offer because of the terms thereof, discontinue discussions with Prospect for any other reason whatsoever, without notice. Prospect acknowledges that the Property is being offered without regard to race, creed, sex, religion, national origin or any other protected class under local, state and federal law.

7. The terms of this Agreement shall continue for a period of two (2) years from the date of mutual execution.

8. Prospect acknowledges and agrees that the Owner is under no legal obligation of any kind whatsoever to consummate any transaction by virtue of this Agreement. Owner reserves the right, in its sole and absolute discretion, to reject any and all proposals and to terminate discussions and negotiations with respect to the purchase or lease of the Property at any time. If definitive lease or sale documents are mutually executed, any confidentiality provisions of any applicable definitive transaction documents, including, without limitation, any lease or sale agreement or other definitive documents entered into between the parties (or their respective affiliates) shall supersede this Agreement, unless otherwise expressly set forth in the transaction documents. In the event a confidentiality provision is not included in said transaction documents, this Agreement shall continue in full force and effect. In the event of any conflict between this Agreement and any transaction document, the transaction document shall control.

9. This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California. The parties agree that all suits or actions of any kind brought to interpret or enforce the terms of, or otherwise arising out of or relating to, this Agreement shall be filed and litigated solely in the state or federal courts in Alameda County, California.

10. Prospect acknowledges that in the event of a breach of this Agreement by Prospect or Related Parties, substantial injury could result to Owner, and money damages will not be a sufficient remedy for such breach. Therefore, in the event that Prospect or Related Parties engage in, or threaten to engage in any act which violates any provision of this Agreement, Owner shall have the right, in addition to all other remedies which may be available to it at law, to request injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Agreement. Owner shall not be required to post a bond or other security in connection with the granting of any such relief.

11. This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. The terms and conditions hereof may not be changed or modified except by written agreement and signed by all parties.

12. This Agreement may be executed in separate counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one agreement. Any signed counterpart of this Agreement that is executed and delivered by electronic means shall be deemed to have the same effect as an original.

13. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Please return a signed copy of this Agreement to 3D Strategies, email of [ddutra@3dstrategies.com](mailto:ddutra@3dstrategies.com)

[signature on the following page]

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IN WITNESS WHEREOF, Prospect has executed this Agreement as of the date set forth above.

**PROSPECT:**

ACCEPTED AND AGREED TO BY:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print)

TITLE: \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NUMBER:( ) \_\_\_\_\_

E-MAIL: \_\_\_\_\_