

## CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered into as of September 8, 2025 ("Effective Date"), by and between Shivaay Properties LP with an address of 5337 Yorktown Blvd. #301, Corpus Christi, TX 78413 (the "Disclosing Party"), and \_\_\_\_\_, with an address of \_\_\_\_\_ (the "Recipient").

A. The Disclosing Party plans to disclose to the Recipient certain confidential and proprietary information pertaining to its business, including product information, financial statements, and property related information for the purpose of evaluation of a proposed transaction between Disclosing Party and Recipient (the "Transaction").

B. The Disclosing Party regards this information as confidential and requires that it remain secret and the Recipient agrees to maintain the confidentiality of such information as provided for herein.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual promises and covenants contained in this Agreement the parties hereto agree as follows:

1. "Confidential Information" means information (including financial information, information about the Disclosing Party's customers, property information, and the like), know-how, trade secrets, and company information that are confidential or proprietary to the Disclosing Party and that are disclosed by the Disclosing Party or its agents to Recipient or its agents, except for information that Recipient can demonstrate: (a) was or becomes publicly known through no fault of Recipient; (b) was known to Recipient prior to the date of disclosure from a source not prohibited from disclosing such information by a contractual, legal or fiduciary obligation; or (c) is developed by Recipient independently and without benefit of the Confidential Information received pursuant to this Agreement.

2. Recipient agrees that it shall: (a) make no use of any of the Confidential Information except for the above purpose; (b) not disclose any of the Confidential Information to third parties, except to affiliates, subsidiaries and consultants of Recipient who need to know such Confidential Information for the purpose of evaluating the Disclosing Party's business (collectively, the "Representatives") pursuant to a non-disclosure commitment at least as restrictive as this Agreement; (c) take such commercially reasonable precautions as would be prudent given the nature of the information, the delivery method, and other relevant factors, in order to prevent disclosure of Confidential Information to third parties (except to Representatives as provided herein); and (d) for a period of two (2) years from the date of this Agreement, neither the Recipient nor the Recipient's Representatives may, without the prior written consent of the Disclosing Party, directly or indirectly, knowingly solicit any officer or

employee of the Disclosing Party for the purposes of retaining his/her services in any capacity, including as an officer, director, employee, agent, independent contractor, consultant or advisor, and will not engage for employment or hire any officer or employee of the Disclosing Party during such period.

3. Recipient agrees, if requested, to promptly return all Confidential Information to the Disclosing Party (or notify of its destruction) upon written request of the Disclosing Party. Recipient further agrees to destroy (and notify of the destruction thereof) all analyses, compilations, studies, summaries, extracts or other documents or records prepared by Recipient or its Representatives which contain or are generated from Confidential Information. Notwithstanding the foregoing, Recipient may retain one copy of the Confidential Information as required by law or regulation provided that such information remains subject to the confidentiality provisions herein.

4. Recipient acknowledges that Disclosing Party shall suffer irreparable harm if Recipient breaches any of Recipient's obligations under this Agreement. Recipient agrees that in the event of a breach or a threatened breach by Recipient of any of the provisions of this Agreement, Disclosing Party, in addition to and not in limitation of any other rights, remedies, or damages available to it, shall be entitled to a temporary restraining order, preliminary injunction, and permanent injunction in order to prevent or to restrain any such breach by Recipient. Disclosing Party shall be entitled to recover from the Recipient any damages sustained by Disclosing Party as a result of any breach of this Agreement by Recipient or Recipient's officers, directors, employees, agents, potential financing partners or advisors. The foregoing remedies shall be in addition to and not in limitation of any other rights or remedies to which the Disclosing Party is or may be entitled to at law, in equity, or otherwise. In addition, Recipient agrees to pay Disclosing Party's attorneys' fees, expenses, collection costs, and court costs involved with or related to any breach or threatened breach of this Agreement by Recipient or Recipient's officers, directors, employees, agents, potential financing partners or advisors. The obligations set forth in this Agreement shall not prevent Recipients from disclosing Confidential Information to its Representatives, so long as such Representatives agree to be bound by the obligations set forth in this Agreement. Recipients shall be responsible for any breach of this Agreement by any of its Representatives.

5. Nothing contained in this Agreement shall be construed as (a) requiring Disclosing Party to disclose or accept any information, (b) requiring Disclosing Party to purchase or use any services, products, goods or facilities of the other party, or (c) granting to Recipient of Confidential Information any rights by license or otherwise, either express or implied, under any patent, copyright, trade secret or other intellectual property right now or hereafter owned, obtained or licensable by the Disclosing Party.

6. This Agreement contains the entire understanding of the parties hereto, and supersedes all prior and contemporaneous understandings or agreements, written

or oral, between the parties relating to the confidentiality of Confidential Information disclosed under this Agreement. This Agreement may not be modified except by another written agreement executed by both of the parties hereto.

7. This Agreement and the obligations set forth herein shall continue in full force and effect for two (2) years from the date hereof.

8. This Agreement shall be interpreted and construed exclusively in accordance with and governed by the substantive laws of the State of Texas, without regard to conflict of law principles. The parties hereto agree that suit may be brought for breach of this Agreement only in the State or Federal courts in Houston, Texas.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date. \_\_\_\_\_

**Shivaay Properties LP**

**[RECIPIENT]**

**Its:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_