

MUTUAL NON-DISCLOSURE AGREEMENT

SeniorCRE, LLC — Dallas, Texas

This Mutual Non-Disclosure Agreement (the “**Agreement**”) is entered into as of the date of the last signature below (the “**Effective Date**”) by and between **SeniorCRE, LLC**, a Texas limited liability company with offices in Dallas, Texas (“**SeniorCRE**”), and the counterparty identified in the signature block below (“**Counterparty**”). SeniorCRE and Counterparty are each referred to as a “**Party**” and collectively as the “**Parties**.”

The Parties wish to explore a potential business relationship (the “**Purpose**”), including, without limitation, evaluation of SeniorCRE’s senior living and care operating platform, vendor-risk review, procurement diligence, design-partner discussions, investment evaluation, or commercial negotiations. In connection with the Purpose, each Party may disclose to the other certain non-public, confidential, or proprietary information. The Parties agree as follows:

1. Definition of Confidential Information

“**Confidential Information**” means any non-public information disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), in any form (oral, written, electronic, visual, or otherwise), that is identified as confidential at the time of disclosure or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation: product roadmaps, source code, architecture and data-flow diagrams, control narratives, SIG Lite and CAIQ responses, penetration test plans and results, incident response and business continuity plans, sub-processor lists, pricing, customer and prospect lists, financial information, capitalization, board materials, investor materials, clinical workflows, de-identified operational metrics, and any information relating to Protected Health Information (PHI) handling or HIPAA controls.

2. Exclusions

Confidential Information does **not** include information that the Receiving Party can demonstrate by contemporaneous written records: (a) was already known to the Receiving Party without obligation of confidentiality prior to disclosure; (b) is or becomes publicly available through no wrongful act of the Receiving Party; (c) is rightfully received by the Receiving Party from a third party without restriction and without breach of any duty of confidentiality; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

3. Obligations of the Receiving Party

The Receiving Party shall: (a) use the Confidential Information solely for the Purpose; (b) protect the Confidential Information using at least the same degree of care it uses to protect its own confidential information of like importance, and in no event less than a reasonable degree of care; (c) limit access to the Confidential Information to its directors, officers, employees, contractors, attorneys, accountants, and prospective financing sources who have a need to know for the Purpose and who are bound by written or professional obligations of confidentiality no less protective than those in this Agreement (“**Representatives**”); and (d) be responsible for any breach of this Agreement by its Representatives.

4. PHI and HIPAA

This Agreement does **not** authorize the disclosure, transmission, or processing of Protected Health Information (“**PHI**”) as defined under the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”). Any handling of PHI between the Parties shall be governed by a separately executed Business Associate Agreement (“**BAA**”). If PHI is inadvertently disclosed under this Agreement, the Receiving Party shall promptly notify the Disclosing Party, shall not use or further disclose the PHI, and shall return or destroy it as instructed.

5. Compelled Disclosure

If the Receiving Party is required by law, regulation, subpoena, or court order to disclose Confidential Information, it shall (to the extent legally permitted) provide the Disclosing Party with prompt prior written notice and reasonable cooperation so that the Disclosing Party may seek a protective order or other appropriate remedy. Disclosure pursuant to such legal compulsion shall be limited to the portion of Confidential Information that is legally required to be disclosed.

6. No License; No Warranty

Nothing in this Agreement grants the Receiving Party any license or other right, by implication, estoppel, or otherwise, in or to the Confidential Information or any intellectual property of the Disclosing Party, other than the limited right to use such information solely for the Purpose. All Confidential Information is provided “**AS IS**”, and the Disclosing Party makes no representation or warranty as to its accuracy or completeness.

7. Return or Destruction

Upon the Disclosing Party’s written request, or upon termination of discussions regarding the Purpose, the Receiving Party shall promptly (and in any event within thirty (30) days) return or destroy all Confidential Information in its possession, including all copies, extracts, and derivative materials, and shall certify such return or destruction in writing upon request. The Receiving Party may retain one (1) archival copy solely for legal, regulatory, or bona fide records-retention purposes, which shall remain subject to this Agreement for so long as retained. Confidential Information stored in automated backup systems and not readily accessible shall be exempt from return or destruction until overwritten in the ordinary course.

8. Term

This Agreement commences on the Effective Date and continues for a period of two (2) years thereafter, except that the obligations of confidentiality and non-use shall survive for a period of three (3) years from the date of disclosure of the applicable Confidential Information, and indefinitely with respect to trade secrets for so long as such information qualifies as a trade secret under applicable law.

9. No Obligation; No Employment

Nothing in this Agreement obligates either Party to enter into any further business relationship, agreement, transaction, or arrangement, and each Party reserves the right, in its sole discretion, to terminate discussions at any time. Nothing in this Agreement creates an employment, joint venture, partnership, agency, or fiduciary relationship between the Parties.

10. Non-Solicitation

During the term of this Agreement and for twelve (12) months thereafter, neither Party shall directly solicit for employment any employee of the other Party with whom it has had contact in connection with the Purpose;

provided, however, that general solicitations not specifically directed at such employees (including job postings and recruiter searches not directed at the other Party) shall not be a breach of this Section.

11. Equitable Relief

The Parties acknowledge that monetary damages may be an inadequate remedy for a breach of this Agreement and that the Disclosing Party shall be entitled to seek injunctive or other equitable relief, without the requirement of posting a bond, in addition to any other remedies available at law or in equity.

12. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. The Parties consent to exclusive jurisdiction and venue in the state and federal courts located in Dallas County, Texas, for any dispute arising out of or relating to this Agreement.

13. Export & Sanctions

Each Party shall comply with applicable U.S. export control and economic sanctions laws and regulations in connection with the receipt and use of Confidential Information.

14. Assignment

Neither Party may assign this Agreement without the prior written consent of the other Party, except that either Party may assign this Agreement, without consent, to an affiliate or to a successor in connection with a merger, reorganization, or sale of all or substantially all of its assets or equity. Any purported assignment in violation of this Section is void.

15. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, negotiations, and communications, whether oral or written. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties. If any provision of this Agreement is held to be unenforceable, the remaining provisions shall remain in full force and effect.

16. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Signatures delivered electronically (including via PDF or electronic-signature platform) shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

SeniorCRE, LLC

Counterparty

By: _____

By: _____

Name: _____

Title: _____

Entity: SeniorCRE, LLC

Date: _____

Address: Dallas, Texas

Email: legal@seniorcre.com

Name: _____

Title: _____

Entity: _____

Date: _____

Address: _____

Email: _____

This template is provided by SeniorCRE, LLC as a standard mutual NDA to expedite vendor-risk and procurement diligence. Reasonable redlines are reviewed by counsel and typically returned within one (1) business day. For execution, please return a signed copy to legal@seniorcre.com.