

UNILATERAL CONFIDENTIALITY AGREEMENT AND USE OF CONFIDENTIAL INFORMATION

This agreement is entered into on the _____ day of _____, _____,
between the following parties:

SURUS Inversa, S.L.U., with Tax ID Number (CIF) B86058567 and registered office at
Camino de las Huertas 18, 2nd Floor, 28223, Pozuelo de Alarcón, Madrid (Spain), as the
"Disclosing Party."

And the company _____, with Tax ID Number
_____ and registered office at
_____, as the
"Receiving Party."

Hereinafter referred to individually as the "Party" and collectively as the "Parties," agree
to enter into this Confidentiality Agreement (the "Agreement") in accordance with the
following:

PREAMBLE

1. The Receiving Party is interested in evaluating its participation in the auction process for the "Panorámica Club de Golf" Production Unit, owned by Avanza Golf Panorámica, S.L., the sale of which is being managed by SURUS through the Escrapalia platform (the "Potential Transaction").
2. The Receiving Party acknowledges and agrees that SURUS Inversa, S.L.U. has been designated by Avanza Golf Panorámica, S.L. as the exclusive entity for the management, auction, and sale of the asset that is the subject of the Potential Transaction. Pursuant to this mandate, SURUS acts on behalf of Avanza Golf Panorámica, S.L. in all phases of the marketing, auction, and award process, and is the sole authorized channel for the disclosure of information, the registration of interested parties for participation in the auction, and the execution of any agreement related to the aforementioned asset.
3. In order to evaluate such participation, the Receiving Party shall have access to certain confidential information, whether written, verbal, or visual, provided by the Disclosing Parties or their representatives (the "Confidential Information").
4. Both parties wish to set forth in writing the terms governing access to and handling of such information under the strictest conditions of confidentiality and exclusion of liability for SURUS.

REPRESENTATIONS

The Receiving Party represents and warrants that:

1. It is not a person or entity included on international sanctions lists (EU, UN, OFAC, or UK).
2. It has an adequate compliance system in place and undertakes to act in accordance with anti-corruption and business integrity laws.
3. You acknowledge that access to Confidential Information does not grant you any intellectual property rights or license to the Confidential Information.
4. You will not violate any applicable law by participating in the process or by accessing Confidential Information.

CLAUSES

1. Nature and Ownership of Confidential Information: "Confidential Information" shall mean any written, oral, visual, digital, technical, legal, financial, commercial, strategic, or other information or documentation directly or indirectly related to the potential transaction, provided by the Disclosing Party or its representatives to the Receiving Party, regardless of whether it has been expressly identified as confidential.

All Confidential Information shall remain, at all times, the exclusive property of the Disclosing Party or its representatives (Avanza Golf Panorámica, S.L.), and under no circumstances shall any license, authorization, assignment, or right, whether explicit or implicit, be transferred to the Receiving Party.

2. Confidentiality Obligation: The Receiving Party agrees not to disclose, copy, transfer, or use the Confidential Information for any purpose other than the evaluation of the potential Transaction. This obligation extends to its employees, advisors, and collaborators ("Representatives"), who must comply with the same terms.
3. Protection of Information: Confidential information shall be maintained under appropriate security measures, and internal control procedures shall be adopted to track who accesses the confidential information, when, and for what purpose. In the event of a breach, threat of disclosure, or legal request for access, the Receiving Party shall immediately notify the Disclosing Parties.
4. Limitations and Exceptions: Information shall not be considered confidential if it:
(a) is in the public domain for reasons not attributable to the receiving Party;
(b) was already in its lawful possession prior to disclosure and can be demonstrated by documentary evidence; or
(c) must be disclosed by law or by court order (upon prior notice).

5. Term and Return: This Agreement shall remain in effect for 5 years from the date of its signing. The Receiving Party agrees, upon written request from the Disclosing Party and within a maximum of 5 calendar days, to return or completely destroy any physical or digital medium containing Confidential Information, including copies, transcripts, notes, emails, reports, or any derivatives.
No copies may be retained, even for legal, archival, or computer backup purposes.

6. Disclaimer and Non-Binding Nature: The Disclosing Party does not guarantee the truthfulness, accuracy, completeness, or suitability of the Confidential Information. Its disclosure does not constitute an offer, a preliminary agreement, an obligation to sell, exclusivity, or any contractual relationship with the Receiving Party.

Access to the Confidential Information shall not give rise to any right of claim, compensation, indemnification, or legal expectation of award or participation on the part of the Receiving Party.

7. Liability and Remedies: The Receiving Party shall be liable to the Disclosing Party (and to Avanza Golf Panorámica, S.L.) for any direct or indirect breach of the provisions of this Agreement. In the event of a breach, the Receiving Party shall indemnify the Disclosing Party for all damages, losses, economic losses, lost opportunities, liability to third parties, and reputational damage that may arise, without limitation as to amount and without the need for prior notice.

Furthermore, the Disclosing Party may seek immediate injunctive relief, whether judicial or extrajudicial.

8. Governing Law and Jurisdiction: This Agreement shall be governed by Spanish law. Any dispute shall be submitted to the courts of Madrid (Spain), with the express waiver of any other jurisdiction.

In witness whereof, I, the Receiving Party, have signed this Agreement, and we, the Parties, have signed this Agreement in duplicate at the place and on the date indicated above.

SURUS Inversa, S.L.U.	Company:
Signature:	Signature:
Name:	Name:
Title:	Title: