

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

LAUNDMALLORCA CONSOLIDATION PLATFORM

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into between:

Lenis & Lenis Holding S.L. and/or its affiliates, subsidiaries, advisers and representatives (“Disclosing Party”)

and

(“Recipient”)

Date: _____

1. Purpose

The Disclosing Party may provide the Recipient with confidential information relating to the proposed acquisition, consolidation and operation of self-service launderette businesses in Mallorca and other Southern European markets (the “Project”).

The purpose of disclosure is solely to allow the Recipient to evaluate a potential investment, financing, advisory or strategic participation in the Project.

2. Confidential Information

Confidential Information includes, without limitation:

- Investor presentations and memoranda;
- Financial information and forecasts;
- Acquisition pipeline information;
- Target business information;
- Data room materials;
- Corporate, legal, accounting and tax information;
- Operational, commercial and strategic information;
- Information relating to investors, advisers and counterparties.

3. Recipient Obligations

The Recipient agrees:

- a) to keep all Confidential Information strictly confidential;
- b) not to disclose Confidential Information to any third party except professional advisers who are themselves subject to confidentiality obligations;
- c) not to use Confidential Information for any purpose other than evaluating the Project;
- d) not to contact any identified acquisition targets, suppliers, landlords, employees, investors or advisers of the Project without the prior written consent of the Disclosing Party.

4. Data Room Access

The Recipient acknowledges that access may be granted to an electronic data room containing confidential corporate, financial, operational, legal, accounting, tax, acquisition, governance and commercial information relating to the Project.

The Recipient agrees that:

- a) all documents and materials contained within the data room constitute Confidential Information under this Agreement;
- b) such materials shall not be copied, reproduced, distributed, transmitted or disclosed to any third party except professional advisers engaged solely for evaluating the Project;
- c) the Recipient shall not use any information obtained from the data room for any purpose other than evaluating a potential investment, financing, advisory or strategic participation in the Project;
- d) the Recipient shall not directly or indirectly contact, solicit, approach or engage any identified acquisition target, business owner, supplier, landlord, employee, adviser, investor, financing source or professional representative of the Project without the prior written consent of the Disclosing Party;
- e) data room access credentials are personal to the Recipient and shall not be shared or transferred;
- f) the Disclosing Party may suspend, restrict or terminate data room access at any time.

5. Exclusions

Confidential Information shall not include information which:

- a) is already publicly available;
- b) was lawfully known to the Recipient prior to disclosure;
- c) becomes publicly available through no breach of this Agreement;
- d) is required to be disclosed by law, regulation or court order.

6. No Offer

The Recipient acknowledges that the materials provided are for information purposes only and do not constitute:

- a public offering;
- investment advice;
- a recommendation to invest;
- a commitment to proceed with any transaction.

7. Return or Destruction

Upon request, the Recipient shall promptly return or destroy all Confidential Information and any copies thereof.

8. No Reliance

The Recipient acknowledges that any investment decision must be based upon its own independent review and due diligence.

The Disclosing Party makes no representation or warranty as to the completeness or accuracy of any information provided.

9. Duration

The obligations contained in this Agreement shall remain in force for a period of five (5) years from the date of execution.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Spain.

Any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the courts of Palma de Mallorca, Spain.

11. Acceptance

The parties acknowledge and agree to the terms of this Agreement.

For Lenis & Lenis Holding S.L.

Lucy Lenis Prias Administradora

Date: _____

Recipient

Name:

Organisation:

Date:-----