



THIS RECIPROCAL CONFIDENTIALITY AGREEMENT CMC-2026-NDA-_____ (this "Agreement") is dated 21/06/2026, BETWEEN:

1. **CONTANGO MANAGEMENT CONSULTANCY LLC**, a company established under the laws of the United Arab Emirates, whose address is at 302, International Tower, Capital Gate, P.O. Box 164, Abu Dhabi, United Arab Emirates ("**Contango**"); and
2. **LUME OFFICE S.L**, having its principal business address at **Doctor Trueta 183, 10-1. 08005 Barcelona, SPAIN** ("**Counterparty**").

each a "**Party**" and collectively the "**Parties**".

WHEREAS:

- a. The Parties wish to discuss and share certain information in relation to potential collaboration/transaction (the "**Proposed Transaction**").
- b. The Parties recognize that it may be necessary or desirable for CONTANGO and Counterparty to provide each other with certain confidential information. Accordingly, this Agreement sets out the terms upon which the Parties agree to provide each other with such information.

IT IS AGREED as follows:

1. Interpretation:

Authorized Recipients means, in relation to each Party to the extent that they need access to Information for the purposes of or in connection with evaluating or negotiating the Proposed Transaction the following: (a) those of such Party's respective directors, officers, employees, advisers, agents, affiliates and representatives; (b) directors, officers, and employees of each of such Party's advisers, agents, affiliates and representatives; and (c) in relation to Contango, ADQ Developmental Holding LLC, Abu Dhabi Developmental Holding Company PJSC, and any Abu Dhabi government departments, companies or entities, together with their affiliates, associated undertakings, or their related entities and projects.

Information means, in relation to each Party, information of whatever nature supplied by one Party to the other Party or its respective Authorized Recipients, whether orally, in writing or in any other form and whether before or after the date of this Agreement, in connection with the Proposed Transaction, the affairs of the other Party, or the clients of the other Party (including for the avoidance of doubt any information the Provider receives from its clients), and any information acquired by observation by a Party or its Authorized Recipients at the offices or premises of the other Party relating to the Proposed Transaction or the affairs of the other Party together with all analyses, memoranda or other documents or information which contain or reflect or are generated from the information which the Parties supply to each other or which is obtained by a Party by observation; and

Provider means, as the context requires, that Party which provides Information to the other Party or its Authorized Recipients.



2. Duty of Confidentiality:

- 2.1 The Parties will each hold the Information in strict confidence and will not disclose, copy, reproduce or distribute any of it for any purpose other than a purpose related to the Proposed Transaction or to any person other than an Authorized Recipient, on condition that the Authorized Recipient agrees not to disclose, copy, reproduce or distribute it to any person who is not an Authorized Recipient or otherwise without the prior written consent of the Provider of the relevant Information.
- 2.2 Each Party undertakes that it will not, without the prior written consent of the Provider of the relevant Information, use any of the Information for any purpose other than to evaluate and negotiate the Proposed Transaction.

3. Exceptions:

The above undertakings shall not apply to Information which:

- a. at the time of supply is in the public domain;
- b. subsequently comes into the public domain, except through breach of the undertakings set out in this Agreement;
- c. is already in the lawful possession of a Party or one of its Authorized Recipients prior to its supply by the Provider, and is not subject to a separate confidentiality undertaking;
- d. is independently developed by a Party or one of its Authorized Recipients without the use or benefit of Information;
- e. subsequently comes lawfully into the possession of a Party or one of its Authorized Recipients from a third party who does not owe the other Party an obligation of confidence in relation to it; or
- f. is required to be disclosed by law or any governmental or competent regulatory authority, as long as, and to the extent reasonably practicable, the disclosing Party supplies a copy of the required disclosure to, and consults in advance with, the Provider of the relevant Information on the proposed form, timing, nature and purpose of the disclosure.

4. Obligation of Confidentiality:

Each Party undertakes that it will not, without the prior written consent of the other Party, disclose to any person other than an Authorized Recipient that negotiations are taking place between the Parties, or the status or progress of such negotiations, in relation to the Proposed Transaction (including, without limitation, providing any information whatsoever in relation to the Proposed Transaction) and the defaulting Party shall be liable to the other Party for any costs, claims, demands, liabilities and expenses of whatever nature arising directly or indirectly out of a breach of the defaulting Party's obligations under this Agreement.

5. Obligation to Procure Compliance:

Each Party will ensure that each of its respective Authorized Recipients who receive any Information is aware of and adheres to the terms of this Agreement. The Parties will each be responsible for any breach of this Agreement by any of their respective Authorized Recipients.

6. Return/Destruction of Confidential Information:

Upon the written request of the Provider, each Party agrees, to the extent practicable, to:



- a. return to the Provider or destroy all documents containing Information (other than analyses, memoranda or other documents derived from the Information) provided to that Party by or on behalf of the Provider;
- b. destroy all copies of any analyses, memoranda or other documents derived from the Information provided to that Party by or on behalf of the Provider; and
- c. expunge all Information provided to that Party by or on behalf of the Provider from any computer, word processor or other device containing such Information.

7. No Representation or Warranty:

- a. Each Party acknowledges and agrees that any Information provided to that Party does not purport to be all inclusive and that no representation or warranty is made by the Provider as to the accuracy, reliability or completeness of any of the Information. Accordingly, each Party agrees that it shall not, unless and to the extent set out in any final documentation with respect to the Proposed Transaction:
- b. have any liability to the other Party or to any other person resulting from the use of Information by the other Party; and
- c. be under any obligation to provide further Information, to update Information or to correct any inaccuracies (save to the extent that any such inaccuracies would or are likely to, in its reasonable opinion, materially affect the decision of the other Party to proceed with the Proposed Transaction).

This paragraph does not exclude any liability for, or remedy in respect of, fraudulent misrepresentation.

8. General:

- a. Without affecting any other rights or remedies that the Parties may have, the Parties each acknowledge that a Party may be irreparably harmed by any breach of the terms of this Agreement and that damages alone may not be an adequate remedy. Accordingly, notwithstanding anything to the contrary in this Agreement, each Party will be entitled to apply to a court for the remedies of injunction, specific performance and other equitable relief, or any combination of these remedies, for any threatened or actual breach of the terms of this Agreement.
- b. The Parties each acknowledge and agree that the undertakings set out in this Agreement will survive for a period of five (5) years following completion of the negotiations between the Parties, whether or not the Proposed Transaction is implemented. Notwithstanding the above, the pledges of confidentiality herein shall continue for so long as allowed/permitted by such applicable laws, in respect of any Information that constitutes a trade secret of a disclosing party or where such Information can reasonably be considered as being proprietary to a disclosing party.
- c. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this Agreement, but without invalidating any of the remaining provisions.



- d. Each Party confirms that it is acting in this matter as principal and not as an agent or broker for any other person.
- e. The Parties agree that unless and until a definitive agreement between the Parties regarding the Proposed Transaction has been executed, neither Party will be under any obligation whatsoever to negotiate or conclude the Proposed Transaction and any termination of discussions or negotiations by either Party shall be without liability to the other.
- f. Save as expressly set out in this Agreement, a person who is not party to this Agreement shall have no right to enforce any of its terms.
- g. This Agreement and the relationship between Contango and Counterparty shall be governed by, and construed in accordance with, the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates. Each party irrevocably agrees that the courts of Abu Dhabi shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement.
- h. This Agreement may be signed in any number of counterparts, and each Party may sign one or more counterpart. The counterparts shall together form and be construed as one and the same document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Signed by:

For and on behalf of **CONTANGO MANAGEMENT CONSULTANCY LLC**

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Name:

Title:

Signed by: Daniel Antonio Gonzalez Costa

For and on behalf of **LUME OFFICE SL**

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Name: Daniel Antonio Gonzalez Costa

Title: Administrator / Managing Director