

Hospitality Investors Trust, Inc.  
11325 Random Hills Road, Suite 360  
Fairfax, VA 22030  
NoticesHITREIT@hitreit.com

## **CONFIDENTIALITY AGREEMENT**

(the “Agreement”)

\_\_\_\_\_ 2024

[RECIPIENT]  
[ADDRESS]

Dear Sir or Madam:

In connection with [RECIPIENT] (“you” or “your” as the context requires) interest in a current or potential, negotiated acquisition of those certain properties listed on Schedule I hereto (referred to collectively and individually, as the context so requires, as the “Property”) controlled by Hospitality Investors Trust, Inc., or its subsidiaries, and/or affiliates (collectively, the “Company”), you (the “Receiving Party”, collectively with the Company, the “Parties” and singularly a “Party”) have requested certain information concerning the Property and the Company from the Company’s Representatives. In consideration of furnishing you with the Information (as defined herein), the Company requests your agreement to the following:

1. Representatives. The term “Representatives” means, as to a Party, such Party’s affiliates and its and their respective officers, directors, employees, partners, members, brokers, current and potential lenders and financing sources, legal counsel, accountants, consultants and managers, who need to know, and in each case receive such Information, solely for the purpose of the potential Transaction (as defined herein).

Notwithstanding anything to the contrary herein, the term “Representatives” does not include, and you shall not, directly or indirectly, disclose any Information to, any person acting as a potential or actual (i) joint bidder or equity investor with respect to a possible Transaction, or (ii) third party operator or franchisor (e.g., any hotel brand) (any such person, a “Franchisor”), unless, in each such case, you have received the Company’s prior written consent (it being understood that once such consent is delivered, such potential or actual joint bidder or equity investor, or Franchisor shall be deemed your Representative).

2. Definition of Information. The term “Information” as used in this Agreement includes without limitation any and all information furnished directly or indirectly, either orally, electronically or in writing, by or on behalf of the Company to the Receiving Party and/or its Representatives, and any and all documents regarding Company, its affiliates, subsidiaries, agents, managers, franchisors, the valuation and marketing and sale contemplated herein, and all other

information (including such information contained on any computer tapes, computer disks or any other form of electronic or magnetic media, data sites, share sites, Firmex sites and other web based data sharing platforms), whether or not marked “confidential,” that Company or any of its Representatives furnishes or otherwise discloses, whether before or after the date hereof, to Receiving Party or any of its Representatives, together with all notes, analyses, compilations, studies, forecasts, projections, interpretations or other documents, records or data (including information contained on any computer tapes, computer disks, “data sites” or any other form of electronic or magnetic media, share sites, Firmex sites and other web based data sharing platforms) prepared by Receiving Party and/or its Representatives that contain or otherwise reflect or are generated from such documents and Information. However, the term “Information” does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives in breach of the terms hereof, (ii) becomes available to Receiving Party or any of its Representatives on a non-confidential basis from a source other than Company or its Representatives, provided that such source is not known by Receiving Party or its Representatives to be bound by a confidentiality agreement with or other obligation of secrecy to Company with respect to such information, or (iii) was or is independently developed by Receiving Party or its Representatives with resources other than Company’s Information.

3. Receiving Party Obligations. The Information will be used solely for the purpose of evaluating Receiving Party’s potential purchase of the Property from the Company or its affiliates (the “Transaction”) and not for any other purpose. Receiving Party will protect the Information with a commercially reasonable degree of care in order to prevent the unauthorized use, access or disclosure of the Information. The Information will be kept confidential in accordance with the terms hereof by Receiving Party and its Representatives and will not be disclosed by Receiving Party or its Representatives to any other person except (i) as may be consented to by the Company in writing, (ii) if required by applicable law, regulation or legal or judicial process, subject to paragraph 4 below, and (iii) that Receiving Party may disclose the Information or portions thereof to those of its Representatives who need to know such Information solely for the purpose of evaluating the Transaction, but only to the extent necessary to evaluate the Transaction and only if such Representatives are advised of the confidential nature of such Information and the terms of this Agreement. Receiving Party will be responsible for any failure to comply with the terms of this Agreement by Receiving Party or its Representatives, and Receiving Party agrees to take all commercially reasonable measures to prevent its Representatives from prohibited or unauthorized disclosure or use of the Information.

4. Compelled Disclosure. If Receiving Party or any of its Representatives are required by applicable law, regulation, legal or judicial process, or by a governmental authority (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or similar process) to disclose any Information, it must (to the extent legally permissible) provide Company with prompt written notice thereof (email is acceptable), and must cooperate with Company so that Company may, if Company chooses, at its sole discretion and expense, to seek a protective order or other appropriate remedy. If such a protective order or other remedy is not sought or obtained, Receiving Party or such of its Representatives, as the case may be, may disclose only such Information that it reasonably believes in good faith, after consultation with its legal counsel, must by applicable law, regulation, or legal or judicial process be disclosed, and Receiving Party

must exercise reasonable efforts to obtain assurances that such Information will be accorded confidential treatment.

5. Ownership; Return or Destruction of Information. Upon written request by Company, Receiving Party will promptly (i) destroy or return to Company (at Receiving Party's determination) all originals and copies of Information then in the possession of Receiving Party or its Representatives that were provided by or on behalf of Company, and (ii) destroy any Information prepared by it or any of its Representatives (including any analyses, compilations, studies or other documents, records or data, and any material contained on any computer tapes, computer disks or any other form of electronic or magnetic media (other than information contained in automatic back up files in accordance with its ordinary backup and archiving procedures) containing or based on such Information. Notwithstanding the foregoing, Receiving Party and its Representatives may each retain copies of the Information to the extent required by applicable document retention policies and legal and regulatory considerations. Upon Company's written request, Receiving Party hereby agrees to confirm in writing (email being acceptable) to Company, its compliance with the terms of this paragraph. Notwithstanding the return, retention or destruction of Information, Receiving Party will continue to be bound by the obligations of confidentiality and other obligations hereunder for the Term of this Agreement and Receiving Party's Representatives will continue to abide by the terms of confidentiality and non-use herein for the Term of this Agreement.

6. No Other Obligation. Each Party understands and agrees that no contract or agreement providing for any brokerage arrangement or any Property sale will be deemed to exist by this Agreement. Each Party also agrees that no Party will be under any legal obligation of any kind with respect to such a Transaction, by virtue of this Agreement or otherwise, except for the matters specifically agreed to in this Agreement.

7. No Representations or Warranties. Neither Company, nor any of its Representatives, has made or will make any express or implied representation or warranty as to the accuracy or completeness of Information. Receiving Party agrees that neither Company nor its Representatives will have any liability to Receiving Party or its Representatives resulting from the use of Information. Only those representations or warranties that are expressly made in a definitive written agreement when, as, and if one is executed, and subject to such limitations and restrictions as may be specified in such a definitive written agreement, will have any legal effect.

8. Restricted Communication and Access. Without the prior written consent of the Company, neither you nor your Representatives will initiate or cause to be initiated, other than to the Company or its designee, any (i) communication concerning the Information or the Transaction, (ii) requests for additional information on the Property, or (iii) requests for (a) site visits or tours of the Property, or (b) management meetings in connection with the Information or the Transaction. You also agree that neither you nor any of your Representatives will, without the prior written consent of the Company, initiate or maintain contact with any known tenant, manager, lender, servicer, special servicer, investor, partner, employee or ground lessor of, or agent for the Property; provided however, the foregoing will not prohibit you or your Representatives from contacts made in the ordinary course of business unrelated to the Information or the Transaction.

9. Non-Solicitation. You agree that neither you nor any of your Representatives acting on your behalf will, without the prior written consent of the Company, directly or indirectly, solicit for employment or hire any employee who works at the Property, with whom you have had contact or who became known to you in connection with your consideration of the Transaction; provided however, the foregoing will not restrict you or your Representatives from (i) hiring any such employee who on their own initiative applies for employment with you without any prior solicitation by you or your Representative; (ii) placing or conducting general public solicitations for employment not specifically directed to the employees or the Property; or (iii) hiring any person who responds to such general solicitation as described in clause (ii) above.

10. Principal. You hereby acknowledge that you are a principal or investment advisor in connection with the Transaction and you agree that you will not look to the Company for any fees or commissions in connection with the Transaction.

11. Remedies. Receiving Party agrees that money damages would not be a sufficient remedy for any breach of this Agreement and that Company shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement, in addition to all other remedies available at law or in equity, including monetary damages. In the event of litigation relating to any breach of this Agreement, if a court of competent jurisdiction determines in a final, non-appealable order that this Agreement has been breached by either Receiving Party or by its Representatives, then Receiving Party or its Representative will reimburse the Company for its costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred in connection with all such litigation. In no event shall either Party be liable to the other Party under this Agreement for any punitive or similar type damages.

12. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed therein. Each Party irrevocably submits to the non-exclusive jurisdiction of any New York State or Federal court sitting in the City of New York over any suit, action or proceeding arising out of or relating to this Agreement. Each Party hereby irrevocably waives any and all right to a trial by jury in any legal proceeding arising out of or relating to this Agreement.

13. U.S. Securities Laws. You hereby acknowledge that you and your Representatives may receive material non-public information from the Company, which is a subsidiary of an issuer, in connection with your evaluation of the Transaction, and you are aware, and that you will advise your Representatives, that the United States securities laws prohibit any person who has received from an issuer, including such issuer's subsidiary, material, non-public information concerning the matters which are the subject of this Agreement from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

14. Data Protection. You hereto agree that you will (and will direct your Representatives to): (i) comply with all applicable data protection and privacy laws in exercising your rights, and performing your obligations, under or in connection with this Agreement (including, without limitation, relating to transfer of personal data); (ii) only process such personal

data to the extent necessary to exercise your rights, and perform your obligations, under this Agreement; (iii) maintain or implement appropriate technical and organizational measures to protect personal data that you process under or in connection with this Agreement; (iv) promptly notify Company of personal data breaches relating to personal data disclosed to you under or in connection with this Agreement; and (v) not download or otherwise require Company to transfer any personal data from any data room or other repository established by Company for or in connection with the Transaction, unless the resulting transfer of relevant personal data is subject to appropriate safeguards under applicable data protection and privacy law.

15. Modification; Waiver. The agreements set forth in this Agreement may be modified or waived only by a separate writing by the Parties expressly modifying or waiving such agreements. It is further understood and agreed that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

16. Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect.

17. No Assignment. This Agreement is for the benefit of each of the Parties and will be binding upon and inure to the benefit of each of them and their respective successors. Nothing expressed or implied in this Agreement is intended to confer upon or give to any third party any rights or remedies.

18. Counterparts. This Agreement may be executed in counterparts (including by DocuSign or PDF), each of which shall be deemed an original, but all such counterparts shall together constitute one and the same Agreement.

19. Definition of Person. The term “person” as used in this Agreement will be interpreted broadly to include, without limitation, any corporation, company, group, partnership or other entity or individual.

20. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Parties hereto relating to the subject matter hereof and supersedes any prior communications, understandings and agreements between the Parties and shall not be subsequently waived, amended, limited, or modified by any “clickthrough” or similar electronic acknowledgement or agreement. This Agreement shall only be modified, amended, waived or limited by a written instrument executed by the Parties hereto.

21. Term. This Agreement shall expire and cease to have any force or effect on the earlier of (i) the two-year anniversary of the date hereof, or (ii) the date that the Parties execute a definitive written agreement (if any) regarding the Transaction, at which time Receiving Party’s obligations shall be governed by such definitive written agreement.

If you agree with the foregoing, please sign and return a copy of this Agreement to the

Company, which will constitute your agreement with respect to the subject matter of this Agreement. Following your execution of this Agreement, the delivery to you of Information by or on behalf of the Company shall confirm the agreement of the Company to the terms and conditions of this Agreement.

ACCEPTED AND AGREED  
as of the date first above written:

[RECIPIENT]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule I**

**Property**

Fairfield Inn & Suites Dallas Medical/Market Center

2110 Market Center Blvd, Dallas, TX 75207