

Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this “Agreement”), is entered into, effective as of September 19, 2024 (the “Effective Date”), by and between the State of Louisiana, Louisiana Economic Development (“LED”), located at 617 North 3rd Street, 11th Floor, Baton Rouge, Louisiana 70802, United States of America and the Individual, Chase Melancon, Councilman, Ascension Parish Council (“You”) (each herein referred to individually as a “Party”, or collectively as the “Parties”). LED may elect to provide to You certain information in connection with a prospective company’s business interests in Louisiana for the purposes of facilitating discussions, meetings, and cooperative interaction on the prospect’s current and future potential business locations, financing, investment, and/or other business negotiation purposes involving LED. LED acknowledges that You have agreed, to the extent permitted by Louisiana law and legal requirements, to protect the confidentiality of such information, and the Parties have entered into this Agreement in order to document such understanding and agree on the following terms and conditions:

I. Purpose

LED wishes to provide certain information in connection with a prospective company’s business interests in Louisiana for the purposes of facilitating discussions, meetings, and cooperative interaction on the prospect’s current and future potential business locations, financing, investment, and/or other business negotiation purposes involving LED and the prospect (the “Opportunity”), and in connection with the Opportunity, LED has disclosed, and may further disclose to You certain confidential technical and business information that LED desires You treat as confidential. You agree to respect the confidentiality of any conversations or meetings in which You may participate and will keep confidential anything discussed in connection with the Opportunity. This Agreement shall be subject to, and all provisions of this Agreement shall be limited by, the applicable provisions and requirements of the Louisiana Public Records Law, LA. R.S. 44:1 through 37, and any other Louisiana state laws applicable to the subject matter of this Agreement, as any of these laws may be amended from time to time; and You acknowledge that LED has agreed, to the extent permitted by Louisiana law and legal requirements.

II. Confidential Information

A. *Definition.* “Confidential Information” means any information disclosed by LED or a prospective company to You either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation, research, product plans, products, services, equipment, customers, markets, software, inventions, processes, designs, drawings, hardware configuration information, marketing and finance documents, prototypes, samples, data sets, and the prospective company’s plant and equipment), whether or not designated as “confidential” at the time of disclosure. Confidential Information may also include information of a third party that is in LED’s possession and is disclosed to You under this Agreement.

B. *Exceptions.* Confidential Information shall not, however, include any information that You can establish (i) was publicly known or made generally available without a duty of confidentiality prior to the time of LED’s disclosure to You; or (ii) becomes publicly known or made generally available without a duty of confidentiality after LED’s disclosure to You through no action or inaction of You.

C. *Compelled Disclosure.* If You become legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, You shall provide LED with

prompt written notice of such disclosure and each Party shall be responsible for seeking their own protective order or another appropriate remedy. If LED and/or You waive compliance with this Agreement, or fails to obtain a protective order or other appropriate remedy, You shall furnish only that portion of the Confidential Information that is legally required to be disclosed, provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

III. Non-use and Non-disclosure

You shall not use any Confidential Information for any purpose except to engage in the performance related to the Opportunity. You shall not disclose any Confidential Information or permit any Confidential Information to be disclosed, either directly or indirectly, to any third party without LED's prior written consent. You shall not reverse engineer, disassemble, or decompile any prototypes, software, samples, or other tangible objects that embody the Confidential Information. You shall not file any patent application(s) containing or based on, in whole or in part, any of the Confidential Information.

IV. Maintenance of Confidentiality

You shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, You shall take at least those measures it employs to protect its own most highly confidential information. You shall not make any copies of the Confidential Information unless the same are previously approved in writing by LED. You shall immediately notify LED of any unauthorized use or disclosure, or suspected unauthorized use or disclosure, of Confidential Information.

V. No Obligation

Nothing in this Agreement shall obligate either Party to proceed with any transaction between them, and either Party reserves the right, in its sole discretion, to terminate the discussions or the engagement of the Opportunity contemplated by this Agreement. Nothing in this Agreement shall be construed to restrict LED's use or disclosure of its own Confidential Information.

VI. No Warranty

All Confidential Information is provided "as is". LED makes no warranties, express, implied or otherwise, regarding the accuracy, completeness or performance of any Confidential Information, or with respect to non-infringement or other violation of any intellectual property rights of a third party or of You.

VII. Return of Materials

All documents and other tangible objects containing or representing Confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of You shall be and remain the property of LED and shall be promptly returned to LED or destroyed (with proof of such destruction), each upon LED's request.

VIII. No License

Nothing in this Agreement is intended to grant any rights to You under any intellectual property right, nor shall this Agreement grant You any rights in or to the Confidential Information except as expressly set forth in this Agreement.

IX. Term

This Agreement shall terminate two (2) years after its Effective Date, unless earlier terminated by either Party upon thirty (30) days written notice to the other Party. Notwithstanding any termination of this Agreement, LED's obligation of confidentiality and restriction on use of the Confidential and Proprietary Information shall survive and continue in effect for a period of one (1) year after either the expiration date or the termination date of this Agreement or until LED sends You written notice releasing You from the survival obligations of this Agreement, whichever occurs first.

X. Remedies

You agree that any violation or threatened violation of this Agreement could cause irreparable injury to LED, entitling LED to obtain injunctive relief in addition to all legal remedies without showing or proving any actual damage and without any bond required to be posted. You agree that You shall indemnify LED against all costs, expenses, liabilities, losses, and damage that LED may sustain or incur as a result of (a) any breach of this Agreement by sole fault of You; or (b) any act or omission by You which, if done or omitted to be done, would be a breach of the obligations under this Agreement, except to the extent that the cost, expense, liability, loss or damage shall be borne by LED.

XI. Your Information

LED does not wish to receive any confidential information from You, and LED assumes no obligation, either expressed or implied, with respect to any information disclosed by You to LED. Any ideas, suggestions, guidance or other information disclosed by You related to the Confidential Information and any intellectual property rights relating to the foregoing shall be collectively deemed "Feedback."

XII. General

A. This Agreement shall be construed, interpreted, performed and enforced in accordance with, and governed by, the laws of the State of Louisiana. The Parties hereto consent and agree that all disputes arising out of or related to this Agreement shall be resolved among the Parties. Subject to the State of Louisiana's sovereign immunity from suit (which cannot be waived in this Agreement and which will require action by the State's Legislature to waive such immunity), each Party hereto consent and agree that all disputes arising out of or related to this Agreement that cannot otherwise be resolved between the Parties as provided above shall be heard and determined exclusively by state trial courts of the 19th Judicial District Court located in Baton Rouge, Louisiana, or any appellate courts having jurisdiction over such trial courts. Each Party hereto expressly hereby consents and submits to the exclusive jurisdiction and venue of such trial courts and waive any objection based on lack of personal jurisdiction, improper venue, or inconvenient forum.

B. In accordance with LA R.S. 9:2605(B)(1)&(2), the Parties hereto each agree that this transaction, as well as any modifications, supplements or amendments to this Agreement, may be conducted by electronic means; and electronic signatures of the Parties to this Agreement and any modifications, supplements or amendments hereto shall be acceptable and satisfactory for all legal purposes; as authorized by the "Louisiana Uniform Electronic Transactions Act," LA R.S. 9:2601 through 9:2621.

This Agreement shall constitute the entire understanding between the Parties with respect to the Opportunity hereof and supersedes any prior understandings or agreements, whether written or oral, between the Parties. No amendments, modifications or waivers of this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the Parties hereto.

Neither of the Parties hereto shall not assign, novate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any provision of this Agreement that is invalid, illegal, prohibited or unenforceable in any competent jurisdiction shall be ineffective to the extent of such invalidity, illegality, prohibition or unenforceability, and shall not affect the validity of the other provisions of this Agreement. To the extent permitted by applicable law, each Party hereto shall waive any term or provision invalid, illegal, prohibited or unenforceable in any respect. Failure to exercise or enforce a right, power or remedy provided by law or under this Agreement shall not be construed as a waiver of that or any other right, power or remedy provided by law or under this Agreement.

You agree to the above terms and conditions, as signed on this ____ day of September, 2024. This Agreement shall be effective as of the Effective Date.

Chase Melancon

By: _____

Printed Name: Chase Melancon

Title: Councilman, Ascension Parish Council

Louisiana Economic Development (LED) agrees to the above terms and conditions, this ____ day of September, 2024. This Agreement shall be effective as of the Effective Date.

Louisiana Economic Development (LED)

By: _____

Printed Name: Christopher J. Stelly

Title: Director of Legislative Affairs