

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

1. Parties. This Mutual Confidentiality and Non-Disclosure Agreement (this “Agreement”) is by and entered into as of _____, 2025 between [COMPANY] and North Louisiana Economic Partnership, each having the address set forth below its signature hereto.

2. Purpose of Disclosure. [COMPANY] and North Louisiana Economic Partnership are evaluating or are engaged in a business relationship (the “Project Tangerine”) during which [COMPANY] and North Louisiana Economic Partnership may disclose to each other certain valuable confidential and proprietary information.

3. Description of Confidential Information. As used herein, “Confidential Information” shall mean any and all business information about or related to [COMPANY] or North Louisiana Economic Partnership furnished to the other party, in whatever form or medium, or disclosed by [COMPANY] or North Louisiana Economic Partnership in connection with the **PROJECT TANGERINE**. Confidential Information shall include without limitation, existing trade secrets and other proprietary, confidential and/or competitively sensitive information about the assets, products, locations, properties, business strategies and objectives of [COMPANY] or North Louisiana Economic Partnership. Confidential Information also includes the existence of this Agreement, the fact that the Project, or any similar business relationship, is being or has been discussed, and the terms that are being or were discussed. The information described in this paragraph shall constitute Confidential Information whether or not it is marked or labeled as such.

4. Exceptions to Confidential Information. Confidential Information shall not include any information which the receiving party can demonstrate (a) was publicly available at the time of disclosure; (b) was or became publicly available after disclosure without breach of this Agreement; (c) was in the possession of [COMPANY] or North Louisiana Economic Partnership prior to disclosure by the other party; (d) was rightfully acquired from a third party who was lawfully in possession of the information and was under no obligation to maintain its confidentiality; (e) is or was independently developed by the employees or agents of [COMPANY] or North Louisiana Economic Partnership who have not had access to the Confidential Information of the other party; or (f) is required to be disclosed by pursuant to judicial order, governmental audit or requirement or other compulsion of law. In such case, the party required to disclose such information undertakes to give prior notice to the other party, in a prompt and reliable manner, so as to allow to timely seek such appropriate legal remedies as may enable such other party to adequately protect its interests.

5. Agreement to Maintain Confidentiality. Each [COMPANY] and North Louisiana Economic Partnership agrees to hold any Confidential Information disclosed to it in confidence, to cause its employees and agents to hold such Confidential Information in confidence, and to use the same standard of care used to protect its own proprietary and confidential information in protecting the Confidential Information. Each of [COMPANY] and North Louisiana Economic Partnership agrees to limit disclosure of Confidential Information to those employees or agents who need to know such

information and who are warned of the confidential nature thereof and of the obligations hereby undertaken by the parties. Neither [COMPANY] nor North Louisiana Economic Partnership shall disclose Confidential Information to third parties not involved in the Project or use it for purposes other than the Project.

6. Effective Date and Length of Obligation. This Agreement is effective as of the last date of execution by [COMPANY] and North Louisiana Economic Partnership (the "Effective Date"). The obligations of confidentiality and non-use of Confidential Information hereunder shall last until the earlier of two (2) years from the Effective Date of this Agreement or one (1) year from the date of last disclosure of Confidential Information.

7. Return of Confidential Information. At any time requested by [COMPANY] or North Louisiana Economic Partnership, the other party shall return or destroy all documents, samples or other materials embodying the Confidential Information, together with any copies thereof, and shall certify in writing that such destruction or return has been accomplished. The receiving party will be allowed to retain one (1) copy of materials to the extent legally required to comply with its recordkeeping obligations so long as such copy is secured in a commercially reasonable manner against unauthorized use or access by a third party, and any such retained materials shall remain subject to the non-use and non-disclosure requirements of this Agreement.

8. Breach. If [COMPANY] or North Louisiana Economic Partnership breaches any term of this Agreement, the other party shall have the right to (a) terminate the Agreement and/or demand the immediate return or destruction of all Confidential Information in accordance with Section 7; (b) seek to recover its actual damages incurred by reason of such breach, including, without limitation, its reasonable attorney's fees and costs of suit; (c) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to demand compliance or performance of any term of this Agreement shall not constitute a waiver of rights hereunder.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana, without reference to conflicts of laws principles.

10. Modification and Assignment. This Agreement supersedes all previous agreements between the parties with respect to Confidential Information disclosed in connection with the Project and may not be canceled, assigned or modified except by a writing signed by both parties.

11. Authorization. The execution, delivery, and performance by each party of the terms of this Agreement and the disclosure of Confidential Information and associated materials as noted herein are/have been duly authorized by any and all necessary entity action. Any disclosing party who breaches these representations shall hold harmless, defend and indemnify any receiving party against all losses, damages or liabilities (including costs, expenses and reasonable attorney's fees) resulting from or related to a third-party claim arising in any manner out of or in connection with the providing of materials pursuant to this Agreement.

12. Counterparts. This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together will be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly entered into and executed this Agreement as of the Effective Date.

COMPANY

North Louisiana Economic Partnership

Name:
Title:

Name: Justyn Dixon
Title: President

Name:
Title: