

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into and effective as of the last date of the last signature below (the "Effective Date"), by and between _____ (the "Public Body"), having an address of _____, and TXLAAR, LLC, a Delaware limited liability company qualified to do business in the State of Louisiana ("TXLAAR"), with a notice address of Cook, Yancey, King & Galloway, Attention: Logan Schroeder, PO Box 22260, Shreveport, Louisiana 71120. The Public Body and TXLAAR are collectively referred to herein as the "Parties" and individually as a "Party."

1. PURPOSE. The Public Body and TXLAAR wish to explore a possible business opportunity of mutual interest, and other topics related thereto (the "Purpose") and to discuss and evaluate a potential relationship between the Parties (the "Relationship"), in connection with which TXLAAR has and/or may disclose its Confidential Information (defined below) to the Public Body. The Public Body understands that nothing in this Agreement requires: (a) disclosure by TXLAAR of any Confidential Information, which shall be disclosed, if at all, solely at TXLAAR's option; and (b) either Party to proceed with the Relationship or any other transaction with respect to which Confidential Information may be disclosed.

2. CONFIDENTIAL INFORMATION. "Confidential Information" means any information, documents, and materials that do not constitute public records under the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) ("LPRA") or that are exempt from disclosure under the LPRA. Confidential Information includes (a) all copies and reproductions of such information; and (b) all summaries, analyses, compilations, studies, notes, or other records which contain, reflect, or are generated from such information or the observation or analysis of such information.

3. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION. The Public Body shall not use Confidential Information for its own use or any purpose other than the Purpose and to carry out discussions concerning, and the undertaking of, the Relationship. The Public Body shall not, without TXLAAR's prior written consent, disclose or permit disclosure of Confidential Information to any person other than the Public Body's chief executive officer, governing authority, commissioners, council members, alderpersons, employees, consultants and advisors who have a need to know the Confidential Information for the Purpose and have a duty of confidentiality consistent with this Agreement (each a "Permitted Recipient"). The Public Body accepts responsibility for the actions of its Permitted Recipients to whom it discloses Confidential Information. The Public Body agrees to notify TXLAAR in writing of any actual or suspected misuse, misappropriation or other unauthorized disclosure or use of Confidential Information which comes to the Public Body's attention.

4. COMPELLED DISCLOSURE.

(a) If the Public Body or any Permitted Recipient is compelled by legal action to disclose Confidential Information, unless prohibited by applicable law, the Public Body shall: (a) before making the disclosure, notify TXLAAR in writing within two (2) days after being notified of such requirement so that TXLAAR may seek a protective order or other appropriate remedy; (b) provide reasonable assistance to TXLAAR in any lawful efforts by TXLAAR to resist or limit the disclosure; (c) disclose only such information as legally required; and (d) use reasonable efforts to obtain assurance that the Confidential Information will be accorded confidential treatment.

(b) The Public Body shall redact or delete any Confidential Information from any records it makes available for inspection or of which it provides copies. Subject to the LPRA, within two (2) days following the receipt by the Public Body of any request to inspect or obtain copies of public records relating to the Purpose, the Public Body shall provide written notice of the same to TXLAAR, which notice shall include a copy of such request. To the extent allowed by law, the Public Body shall not allow inspection or provide copies of any such records until TXLAAR shall have had not less than three (3) days to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Information may be brought in the name of the Public Body or TXLAAR. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the TXLAAR or at its request by the Public Body to prevent or enjoin the release of Confidential Information in any public records relating to Purpose shall be borne by TXLAAR.

- 5. OWNERSHIP AND DESTRUCTION OF CONFIDENTIAL INFORMATION.** All information provided by TXLAAR to the Public Body including, without limitation, information that relates to the business, real property and other assets, research product plans, products, pricing, developments, inventions, processes, data, designs, drawings, engineering, formulae, markets, trade secrets, business plans, agreements with third parties, services, customers, marketing or financing of TXLAAR or its Affiliates, irrespective of medium shall remain the property of TXLAAR and/or its licensors. For the purpose of this Agreement, an "Affiliate" of TXLAAR shall mean any entity that controls, is controlled by, or is under common control with TXLAAR, and "control" shall mean more than fifty percent (50%) ownership of assets or equity. The Public Body accepts responsibility for the actions of its Permitted Recipients to whom it discloses Confidential Information. The Public Body agrees to notify TXLAAR in writing of any actual or suspected misuse, misappropriation or other unauthorized disclosure or use of Confidential Information which comes to Company's attention. Nothing in this Agreement shall be construed as granting (a) any rights or licenses under any patent, copyright or other intellectual property right of TXLAAR or (b) any rights in or to Confidential Information, other than the limited right to review such Confidential Information solely for the Purpose and determining whether to enter into the Relationship. At any time upon the written request of TXLAAR, the Public Body will, and will instruct its Permitted Recipients to, promptly destroy all Confidential Information in its possession. Notwithstanding anything herein to the contrary, the Public Body may retain copies of the Confidential Information to the extent necessary to comply with the LPRAs; however, such Confidential Information shall be retained by the Public Body in accordance with and subject to this Agreement.
- 6. TERMINATION; CONFIDENTIALITY PERIOD.** This Agreement shall expire on the earlier of (a) the Parties entering into a definitive agreement concerning the Relationship containing confidentiality provisions, or (b) one (1) year after the Effective Date. Notwithstanding the foregoing, to the maximum extent permitted by the LPRAs, the Public Body shall keep confidential and protect all Confidential Information for a period of five (5) years after the Effective Date, except trade secrets shall be kept confidential as long as such information is protected as a trade secret.
- 7. NO WARRANTY.** OTHER THAN AS MAY BE CONTAINED IN A DEFINITIVE AGREEMENT ENTERED INTO BY THE PARTIES, TXLAAR MAKES NO REPRESENTATION OR WARRANTY EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, REGARDING THE ACCURACY OR PERFORMANCE OF THE CONFIDENTIAL INFORMATION AND ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS-IS." TXLAAR SHALL HAVE NO LIABILITY TO THE PUBLIC BODY RELATING TO OR ARISING FROM THE PUBLIC BODY'S USE OF THE CONFIDENTIAL INFORMATION OR FROM ANY ERRORS OR OMISSIONS IN, OR ANY BUSINESS DECISIONS MADE BY THE PUBLIC BODY IN RELIANCE ON, ANY CONFIDENTIAL INFORMATION. NOR SHALL TXLAAR BE LIABLE FOR ANY EXPENSES, LOSSES, DAMAGES, OR ACTION INCURRED OR UNDERTAKEN BY THE PUBLIC BODY AS A RESULT OF ITS RECEIPT OF THE CONFIDENTIAL INFORMATION.
- 8. REMEDIES.** The Public Body agrees that its obligations under this Agreement are necessary and reasonable to protect TXLAAR and its business and that due to the unique nature of Confidential Information, monetary damages may be inadequate to compensate TXLAAR for any breach by the Public Body or its Permitted Recipients of the covenants and agreements in this Agreement. The Public Body agrees and acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to TXLAAR and that, in addition to other remedies that may be available, in law, equity or otherwise, TXLAAR shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Public Body, without the necessity of proving actual damages.
- 9. AMENDMENT AND WAIVER.** This Agreement may only be (a) amended by a writing signed by both Parties; and (b) waived by a writing signed by the waiving Party. The waiver by a Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.
- 10. ASSIGNMENT; SUCCESSORS AND ASSIGNS.** This Agreement shall not be assigned by the Public Body without the prior written consent of TXLAAR. Any assignment made in violation of this section shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the Parties.
- 11. NOTICES.** Notices under this Agreement shall be addressed to the Parties at the addresses provided above.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana without giving effect to the principles of conflict of laws thereof. THE PARTIES WAIVE THEIR RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING UNDER OR PURSUANT TO THIS AGREEMENT. BY THEIR EXECUTION HEREOF, EACH PARTY HEREBY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF LOUISIANA AND FEDERAL COURTS SITTING IN THE STATE OF LOUISIANA IN ANY ACTION, MATTER OR PROCEEDING RELATING HERETO.

13. SEVERABILITY. If one or more provisions of this Agreement is held to be unenforceable, the Parties agree to renegotiate such provision in good faith. If the Parties cannot agree an enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, and (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

14. ATTORNEYS' FEES. In the event of any litigation arising from this Agreement, the prevailing party, as determined by a final non-appealable judgment of a court of competent jurisdiction, shall be entitled to recover its reasonable expenses, attorneys' fees and costs incurred therein or in the enforcement of any judgment or award rendered therein.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties regarding the Confidential Information and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information.

16. COUNTERPARTS AND SIGNATURES. This Agreement may be executed in any number of counterparts, each of which shall be an original, but which together shall constitute one and the same instrument. Each Party may rely upon a facsimile or "pdf" counterpart of this Agreement signed by the other Party with the same effect as if such Party had received an original counterpart signed by such other Party.

Agreed to and accepted by:

TXLAAR:

THE PUBLIC BODY:

TXLAAR, LLC

By: _____

By: _____

Name: Logan Schroeder

Name: _____

Title: Manager

Title: _____

Date: _____

Date: _____

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: