

Confidentiality Agreement

This Confidentiality Agreement is made this ____ day of _____, 2024, between LVP Capital, LLC (“LVP”), with offices at 125 Roger Storme Road, Madisonville, LA 70447 and _____ (the “Company”), with an address at _____ (“Agreement”).

In connection with certain business discussions between the parties (the “Purpose”), the Company has requested that LVP disclose certain Confidential Information to the Company in furtherance of the Purpose. In consideration of LVP making such Confidential Information available to the Company for the Purpose, the parties hereby agree as follows:

1. Definitions.

“Confidential Information” shall mean any and all technical, trade secret or business information of LVP including, without limitation, financial or audit information; business or marketing strategies, plans, or requirements; investment; product development plans or strategies; product specifications, architecture or functional requirements; or current or prospective customer information, account information of LVP which is disclosed to the Company or is otherwise obtained by the Company from LVP or any of LVP’s personnel, advisors, affiliates, agents or representatives for the Purpose.

“Representatives” means the Company’s affiliates, personnel, agents, subcontractors, attorneys, accountants, and other advisors.

2. Duty Not to Disclose. The Company acknowledges and understands that the Confidential Information is confidential and proprietary and is of great value and importance to the success of LVP’s business. The Company agrees to use its best efforts (the same being not less than that employed to protect its own proprietary information) to safeguard the Confidential Information and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. The Company shall not lose the Confidential Information, nor shall the Company, without the prior written approval of LVP, directly or indirectly, disclose or allow access to any Confidential Information except: (i) to a limited number of its Representatives on a need to know basis for the Purpose, and (ii) to its legal and accounting advisors, provided the advisors are bound by written confidentiality and limited use obligations at least as stringent as those contained herein, or are under professional obligations of confidentiality. The Company may use the Confidential Information solely for activities related to the Purpose and shall not use the Confidential Information for any other purpose. The Company shall immediately notify LVP in writing of any loss, or use, access or disclosure of the Confidential Information in violation of this Agreement immediately following the Company’s discovery, and immediately take measures to minimize the effect and prevent its recurrence. The Company shall be liable under this Agreement to LVP for any loss, or access, use, or disclosure in violation of this Agreement by itself or its Representatives. Further, the Company agrees that the Confidential Information shall not be used directly or indirectly that is detrimental to LVP.

3. Duty to Return or Destroy. The Company shall, upon the termination of this Agreement or upon written request, promptly (a) destroy or return to LVP any and all Confidential Information together with all copies thereof that is in the possession or under the control of the Company; (b) destroy any notes, memoranda or other documents concerning the Confidential Information together with all copies thereof, using a method that will keep the Confidential Information from being recovered except for any information that the Company is required to maintain by applicable law; and (c) provide LVP with a certificate or some other form of written attestation signed by an authorized representative of the Company certifying that all of the Confidential Information has been returned to LVP or destroyed; provided, however, the Company shall continue to comply with the provisions of Section 2 (Duty not to Disclose) with respect to all such Confidential Information that the Company maintains or retains pursuant to the foregoing sentence for so long as such Confidential Information is maintained or retained.

4. **Remedies.** The Company acknowledges and understands that the use or disclosure of the Confidential Information in any manner inconsistent with this Agreement will cause LVP irreparable damage. LVP shall have the right to (a) equitable and injunctive relief to prevent such unauthorized, negligent or inadvertent use or disclosure, and (b) recover the amount of all such damage (including attorneys' fees and expenses) to LVP in connection with such use or disclosure. In the event that any court of competent jurisdiction determines that any provision of this Agreement is too broad to enforce as written, such court is authorized and directed to construe, modify or reform such provision to the extent reasonably necessary to make such provision enforceable. Nothing in this Agreement shall be construed to prohibit LVP from pursuing any other available remedies for breach or threatened breach of this Agreement, including the recovery of damages. No failure or delay by LVP in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power or privilege hereunder.

5. **Exclusions.** The Company shall not have any obligations under this Agreement with respect to any information that is: (a) already known by the Company at the time of the disclosure; (b) publicly known at the time of the disclosure or becomes publicly known through no wrongful act of the Company; (c) disclosed on a non-confidential basis by a third party who does not have a confidential relationship with LVP and who rightfully acquired that information; or (d) independently developed by the Company without the use of any of the Confidential Information.

6. **Compelled Disclosure.** Nothing in this Agreement prevents the Company from disclosing any of the Confidential Information as necessary pursuant to the lawful requirement of any governmental agency or by any subpoena, summons, order or other judicial process, on the condition that promptly on receipt of any order compelling that disclosure, to the extent that the Company immediately notifies LVP in writing of that requirement to disclose, and cooperates with LVP's efforts to resist, limit or delay disclosure. Notwithstanding the foregoing sentence, the Company acknowledges that the Confidential Information remains confidential regardless of those orders or requirements of disclosure, the Company's obligations with respect to the Confidential Information will not be changed or lessened by virtue of those disclosures, and the Company will disclose only that portion of the Confidential Information that it is legally required to disclose.

7. **No License.** Nothing in this Agreement shall be construed as a license or a conveyance of ownership rights in any of the Confidential Information. No rights or obligations other than those expressly recited herein are implied by this Agreement. In particular, no license is hereby granted directly or indirectly under any patent, copyright or other right now held by, or which may be obtained by, or which is or may be licensed by LVP. This Agreement does not create any agency or partnership relationship between the parties.

8. **Disclosure of this Agreement and Use of Name.** The Company will maintain in confidence and not disclose the nature of the relationship between the parties and/or the specific terms and conditions of this Agreement or the specific terms and conditions of an Agreement, if applicable, to any third party except as expressly permitted herein or otherwise agreed to by LVP in writing. The Company will not use the company names, trade names, logos, insignia, service marks or trademarks of LVP or any of its affiliates or subsidiaries for publicity, marketing or any other purpose(s) unless specifically authorized to do so in advance in writing by an authorized officer of LVP.

9. **Termination.** This Agreement shall terminate one (1) year from the date hereof. The restrictions and obligations of the Company hereunder with respect to any Confidential Information disclosed or obtained prior to the termination of this Agreement shall survive the termination of this Agreement or any destruction of Confidential Information under Section 3 above.

9. **General.** All Confidential Information is provided "AS IS". LVP is not making any representation or warranty, expressed or implied, as to the accuracy or completeness of any Confidential Information nor shall LVP have any liability to the Company or to any other person resulting from the use of the Confidential Information.

LVP shall have the right to assign this Agreement to a subsidiary or affiliate upon written notice to the Company. Neither party shall be bound with regard to any transaction being discussed by the parties unless and until a written agreement regarding such transaction is executed by both parties. The provisions of this Agreement shall be binding upon, and inure to the benefit of, each party's successors and assigns and shall be governed by and construed in accordance with the laws of Delaware, excluding its conflict of laws provisions. Each party agrees that the federal or state courts of Delaware will have exclusive jurisdiction over any matter or dispute arising out of this Agreement and any activities thereunder.

10. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding between the parties relating to the subject matter herein and incorporates and supersedes all prior written and oral communications between the parties with respect to such subject matter. Terms contained in any documentation, correspondence, click-wrap agreement, or terms of use that modify, amend, or conflict with the terms of this Agreement will be void, having no force or effect, and as between such documents, this Agreement shall govern. No amendment, waiver or modifications to this Agreement shall be valid or enforceable unless in a signed writing by the authorized representatives of both parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Agreement, to be effective as of the date set forth above.

LVP Capital, LLC

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____