



**TEXAMERICAS CENTER
CONFIDENTIALITY
AND
NON-DISCLOSURE AGREEMENT**

This Confidentiality and Non-Disclosure Agreement (the "Agreement") is entered into as of _____, 202__, by and between TexAmericas Center, a political subdivision of the State of Texas, and _____, a _____ organized under the laws of the State of _____.

1. In connection with the desire of _____ to explore the possibility of entering into a transaction with TexAmericas Center, (said possible transaction being herein referred to as the "Transaction"), the Parties will furnish certain information to each other. The term "Disclosing Party" shall mean the entity which furnishes or delivers information to the other entity, which is referred to herein as the "Receiving Party". The term "Information" shall mean all information that the Disclosing Party has furnished or is furnishing to the Receiving Party, whether furnished before or after the date of this Agreement, whether tangible or intangible and in whatever form or medium provided, as well as all information generated by the Receiving Party or by its representatives, as defined below, that contains, reflects, or is derived from the furnished Information and which has been conspicuously marked as "Confidential".

In consideration of the Disclosing Party's disclosure to it of the Information, the Receiving Party agrees that it will keep the Information confidential and that the Information will not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party or by its officers, directors, partners, employees, owners, members, managers, directors, affiliates, agents, advisors or representatives (collectively, "representatives"), in any manner whatsoever, in whole or in part, and shall not be used by the Receiving Party or by its representatives other than in connection with the Transaction. Moreover, the Receiving Party agrees to transmit the Information only to such of its representatives who need to know the Information for the sole purpose of assisting the Receiving Party in performing its initial due diligence investigation in contemplation of the Transaction, who are informed of this Agreement, and who in writing agree to be bound by the terms hereof as if a party hereto. In any event, the Receiving Party shall be fully liable for any breach of this Agreement by its representatives and agrees, at its sole expense, to take all reasonable measures (including, but not limited to, court proceedings) to restrain its representatives from prohibited or unauthorized disclosure or use of the Information.

2. The term information does not mean or include any information that (1) is already known to the Receiving Party (2) is or becomes publicly known through no wrongful act by the

Receiving Party or its representatives, (3) is approved for release by Disclosing Party in writing, and/or (4) which has not been conspicuously marked as “Confidential”.

3. Without the prior written consent of the Disclosing Party, neither the Receiving Party nor its representatives shall disclose to any person the Information or the fact that the Receiving Party has received any of the Information or that discussions or consultations are taking place concerning the activities of the Disclosing Party, or the Transaction, including the status thereof.

4. The Receiving Party agrees that, at the conclusion of its review or use of the Information, or within three business days after the Disclosing Party's request, all copies of the Information in any form whatsoever (including but not limited to, any reports, memoranda, or other materials prepared by the Receiving Party or at its direction) will be delivered by the Receiving Party and its representatives to the Disclosing Party, and all electronic copies of any such materials will be permanently deleted from any computer and electronic systems and devices.

5. In the event that the Receiving Party or anyone to whom it supplies the Information receives a request to disclose all or any part of the Information under the terms of a subpoena or order issued by a court or by a governmental body, the Receiving Party agrees (i) to notify the Disclosing Party immediately of the existence, terms, and circumstances surrounding such request, (ii) to consult with the Disclosing Party on the advisability of taking legally-available steps to resist or narrow such request, and (iii) if disclosure of such Information is required to prevent the Receiving Party from being held in contempt or subject to other penalty, to furnish only such portion of the Information as, in the written opinion of counsel satisfactory to the Disclosing Party, it is legally compelled to disclose and to exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the disclosed Information.

6. Neither the Disclosing Party nor any of its representatives has made or makes any representation or warranty as to the accuracy or completeness of the Information. The Receiving Party agrees that neither the Disclosing Party nor its representatives shall have any liability to it or to any of its representatives resulting from the provision or use of the Information.

7. The Receiving Party acknowledges and agrees that, in the event of any breach of this Agreement, the Disclosing Party would be irreparably and immediately harmed and could not be made whole by monetary damages. Accordingly, it is agreed that, in addition to any other remedy to which it may be entitled at law or in equity, the Disclosing Party shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and/or to compel specific performance of this Agreement.

8. No failure or delay by the Disclosing Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

9. The Receiving Party agrees that, unless and until a definitive Agreement between the Disclosing Party and the Receiving Party with respect to the Transaction has been executed and delivered, neither the Disclosing Party nor the Receiving Party will be under any legal obligation of any kind whatsoever with respect to the Transaction by virtue of this or any other written or oral expression by it or by any of its representatives except, in the case of this Agreement, for the matters specifically agreed to herein. This Agreement may be modified or waived only by a separate writing by the Disclosing Party and by the Receiving Party expressly so modifying or waiving such Agreement.

10. If one or more provisions of this Agreement shall be held unenforceable, invalid, or illegal in any respect, such unenforceability, invalidity, or illegality shall not affect any other provision of this Agreement, which shall be construed as if such unenforceable, invalid, or illegal provision had never been a part hereof. Additionally, should a Court of competent jurisdiction find that any restriction or term contained in the this Agreement is unenforceable as written due to being overly broad or unreasonable, said Court shall have the authority to modify any such unenforceable term to provide for the maximum amount of restriction that is enforceable under the law applicable to this Agreement, in order to give effect to the intentions of the parties hereto.

11. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas applicable to contracts between residents of said state that are to be wholly performed within such State. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Bowie County, State of Texas. The Parties each hereby irrevocably and unconditionally consents to the jurisdiction of any such court and hereby irrevocably and unconditionally waives any defense of an inconvenient forum to the maintenance of any action or proceeding in any such court, any objection to venue with respect to any such action or proceeding and any right of jurisdiction on account of the place of residence or domicile of any party thereto. The Parties hereby irrevocably and unconditionally waive the right to a jury trial in connection with any claim arising out of or related to this Agreement, the Information, or the Transaction.

12. Time is of the essence of this Agreement.

13. This Agreement may be executed in several counterparts that together shall constitute one and the same Agreement. This Agreement may be executed by electronic signature, and an email or facsimile transmitted copy shall be valid for all purposes.

14. NOTICES. All notices to either Party shall be in writing, shall refer specifically to this Agreement, and shall be hand delivered, sent by express courier service cost prepaid, or by facsimile (sender's copy of the facsimile must show a confirmation of receipt from receiver's facsimile machine to be valid and effective) to the respective addresses specified below the

signature provision of this Agreement. Electronic mail notices are not permitted and, if sent, are not effective.

15. In the event of litigation arising out of this Agreement, the prevailing party in such litigation, as determined by the Court, shall be entitled to recover its reasonable attorneys' fees and costs of Court as determined by said Court.

16. TEXAS PUBLIC INFORMATION ACT. EACH OF THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT TEXAMERICAS CENTER IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND IS SUBJECT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT, TEXAMERICAS CENTER WILL COMPLY WITH THE TERMS AND PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT (CHAPTER 552 OF THE TEXAS GOVERNMENT CODE). IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS AGREEMENT AND THE TEXAS PUBLIC INFORMATION ACT, THE TERMS AND REQUIREMENTS OF THE TEXAS PUBLIC INFORMATION ACT SHALL CONTROL.

17. TEXAS PUBLIC INFORMATION ACT PROCEDURES. If TexAmericas Center receives a written request for information which it considers to be exempt from disclosure, it must ask for a decision from the Texas Attorney General within 10 business days after its receipt of the written request for disclosure, and provide the specific information requested and "specific factual evidence" that the information is exempt. In order for TexAmericas Center to comply with the Statute, _____ must comply with the following procedure:

- a) TexAmericas Center shall notify _____ that a request for information has been received and provide a copy of the written request to _____ within 3 business days of TexAmericas' receipt of the request. Said notice may be made by electronic mail or text message.
- b) Within 3 business days of receipt of the notice from TexAmericas Center, _____ shall advise TexAmericas Center in writing that it desires that TexAmericas Center request an opinion from the Texas Attorney General and the specific information which it desires to protect.
- c) Within 7 business days of receipt of the notice from TexAmericas _____ shall provide any legal basis and specific factual evidence that the requested information in fact qualifies for an exemption from disclosure.
- d) Failure of _____ to meet either of the deadlines set forth in subsections b) or c) above shall constitute authorization for TexAmericas to release the requested information without seeking a decision from the Texas Attorney General.

This Agreement is effective as of the date first above-written.

TEXAMERICAS CENTER

By: _____

By: _____

Name: Scott Norton

Name: _____

Title: Executive Director/CEO

Title: _____

107 Chapel Lane
New Boston, Texas 75570
Facsimile: 903-223-8742

Facsimile: _____

