

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

WHEREAS, _____ (“Company”) desires to explore its options for the expansion or location of its business in the Commonwealth of Virginia (the “Commonwealth”);

WHEREAS, the Company must make limited disclosure of certain proprietary information in order to obtain relevant data for its decision-making process;

WHEREAS, the Virginia Economic Development Partnership Authority (“VEDP”) has as part of its mission to assist companies considering the expansion or location of facilities in the Commonwealth; and

WHEREAS, Company has agreed to furnish VEDP with certain proprietary information in exchange for VEDP’s promise not to disclose that information,

NOW THEREFORE, BE IT AGREED as follows:

1. Confidentiality. The Term “Confidential Information” shall mean all confidential and proprietary information or data furnished by the Company to VEDP. The Company shall designate any Confidential Information as “confidential,” “proprietary,” or “Confidential Information” in order to effectuate the terms of this Agreement and the protections afforded hereunder, which designation may be accomplished in writing or orally, and may be made by class of documents or information. The Company hereby designates as Confidential Information any information or data regarding its technology, customers, business plans, promotional and marketing activities, finances and other business affairs. VEDP agrees not to disclose any Confidential Information except as may be required by applicable law and except as specifically permitted below.

2. Permitted Disclosure. VEDP may use the Confidential Information received pursuant to this Agreement solely for the purposes set forth herein, or contemplated by this Agreement. VEDP may disclose the information to third parties as permitted by the Company by written permission in order to obtain further information necessary to the process of business location or expansion. The Company hereby gives its permission for VEDP to share, as necessary, Confidential Information with the Offices of the Governor and his Cabinet Secretaries, the Joint Legislative Audit and Review Commission, the Major Employment and Investment Project Approval Commission, Forvis Mazars, LLP, the Commonwealth’s higher educational institutions and community colleges, the relevant Departments of Virginia government, the localities in which the Company is considering a location decision, the Industrial/Economic Development Authorities or Partnerships created by such localities, and the regional economic development organizations serving one or more of such localities.

3. Mandatory Disclosure. In the event that VEDP or its respective directors, officers, employees, consultants or agents are requested or required by applicable law to

disclose any of the Confidential Information of the Company, VEDP shall give prompt advance notice so that the Company may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, VEDP shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

4. **Return of Confidential Information.** Upon the request of the Company, VEDP agrees to immediately return to the Company, or destroy, all tangible materials concerning Confidential Information, including but not limited to memoranda, notes, reports, agreements, documents, drawings, hardware, disks and tapes, as well as all copies or extracts thereof, whether such material was made or compiled by VEDP or furnished by the Company, subject to the provisions of the Virginia Public Records Act and other applicable law.

5. **Litigation.** In the event of litigation by a third party over the nondisclosure of Confidential Information, Company agrees to cooperate fully with VEDP and the Office of the Attorney General in resolving and/or defending such actions.

6. **Equitable Remedies.** VEDP acknowledges that a breach or threatened breach of any of the foregoing provisions could cause the Company irreparable damage and injury that would not be compensable by monetary damages alone and, accordingly, that the Company shall be entitled to seek all available legal or equitable remedies.

7. **Survival of Obligations.** The obligations of VEDP under this Agreement shall survive the termination of any cooperative work or arrangement between VEDP and the Company whether or not the Company decides to expand or relocate facilities in Virginia and shall terminate on the fifth anniversary of the date noted below.

8. **Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia, including the Virginia Freedom of Information Act and the Virginia Public Records Act.

This ___ day of _____, 2025.

**VIRGINIA ECONOMIC
DEVELOPMENT PARTNERSHIP
AUTHORITY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____