

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated 01/11/2022 (the “**Effective Date**”) and is entered into by Elissa Slotkin in his/her capacity as Member of Congress (“**Recipient**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Recipient and the MEDC are each a “**Party**” and are, collectively, the “**Parties**.”

RECITALS:

- (A) The MEDC is working with the Recipient regarding certain economic development opportunities in the State of Michigan (each a “**Development Project**”).
- (B) While working on the Development Project, the MEDC may provide the Recipient with certain sensitive information pursuant to a Development Project that is described in Exhibit A (“**Development Project Information**”).
- (C) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Recipient shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Recipient shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Recipient by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Recipient has received Development Project Information) with any certain company.
2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Recipient.
3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Recipient); (ii) is received by the Recipient on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CEO D7BDD6495E094EA...

RECIPIENT

Signature: 

Name: Elissa Slotkin

Title: Member of Congress

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated: December 13, 2022

- 1) All information regarding a potential Development Project referred to as “Project Copper,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about Project Copper.
- 2) All information regarding a potential Development Project referred to as “Project Zaney Bread,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about Project Zaney Bread.
- 3) All information, including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about any potential Development Project identified as confidential either orally or in writing by the MEDC or staff thereof