



Confidentiality & Reg D Compliance

Treme-Parker (the "Company") a Delaware limited liability company, values its proprietary intellectual property and requires all personnel with access to confidential data to protect it. This policy applies to all employees, contractors, vendors, and other authorized persons ("Recipients") who receive or may have access to the Company's confidential or proprietary information. Such persons must formally acknowledge and agree to these terms by checking the "I Agree" below box before accessing sensitive data. By accessing Treme-Parker's systems or materials, Recipients agree to use Confidential Information only as permitted and to keep it strictly secret. Failure to comply may result in disciplinary action and legal remedies (including injunctive relief) to enforce these obligations.

Definition of Confidential Information

For purposes of this policy, "Confidential Information" means any non-public information of Treme-Parker (or of our clients or partners) that gives us a competitive or business advantage. This specifically includes, but is not limited to:

- Trade secrets: e.g. formulas, processes, business methods, software, engineering know-how, and other technical information. (Under federal and state law, trade secrets are protected if they "derive independent economic value" from not being generally known.
- Client data: customer lists, contact information, contracts, project details, and other private client information.
- Financial information: budgets, forecasts, pricing models, profit/loss figures, investment details, and other financial reports.
- Marketing and strategic plans: market analyses, marketing campaigns, sales strategies, product roadmaps, and other marketing or business plans.
- Proprietary intellectual property: inventions (even if unpatented), product designs, unpublished software, copyrighted materials, trademarks, and other creative work owned by the Company.

Protecting trade secrets and related information is a legitimate business interest underlying NDAs. In fact, Illinois law explicitly notes that NDAs are enforceable when used to protect "trade secrets, confidential information, and proprietary information". Similarly, Georgia law permits NDAs to safeguard trade secrets and other proprietary data. Delaware and other states have adopted versions of the Uniform Trade Secrets Act, defining trade secrets as secret information with economic value that the Company reasonably keeps confidential. In short, all non-public information that could benefit the Company (or harm it if disclosed) must be treated as Confidential Information under this policy.



Obligations of Recipients

All Recipients must maintain the confidentiality of such information. In particular, they must:

- Use the information only for Company business. Confidential Information may be used solely to perform your job duties or as authorized by the Company. Using it for any personal gain or for any unauthorized purpose is prohibited.
- Keep information secure. Apply appropriate security measures (e.g. password protection, encryption, locked storage) when handling Confidential Information. Do not leave documents or devices containing confidential data unattended in public areas.
- Limit disclosure strictly. Do not disclose any Confidential Information to anyone (inside or outside the Company) unless that person has a clear business “need-to-know” and is also bound by confidentiality obligations. This includes not discussing confidential projects or clients with co-workers or friends who are not working on those projects.
- Notify on breach. Immediately report to the Company any actual or suspected unauthorized disclosure or breach of confidentiality (e.g. loss of a laptop with company data, or if you are subpoenaed to testify about company matters). Prompt notice helps the Company take action (including seeking legal protection).

Exclusions and Exceptions

Not all information is protected. Exclusions: The obligations above do not apply to information that:

- Is or becomes public (through no fault of the Recipient). If confidential data is later disclosed by someone else or enters the public domain lawfully, it ceases to be covered.
- Was already known to the Recipient before receiving it, without any confidentiality obligation. (For example, if an employee lawfully memorized something from a public source, it’s not confidential.)
- Is developed independently by the Recipient without using Company confidential materials.
- Is legally compelled for release. If a subpoena or government request requires disclosure of confidential information, the Recipient must notify the Company promptly (so the Company can object or seek protective measures). Any such compelled disclosures must follow the law (e.g. redacting sensitive data if possible) and should be limited to what is necessary.

Return or Destruction of Materials

Upon request or when your relationship with Treme-Parker ends, you must promptly return or destroy all Confidential Information in your possession. This includes electronic files, copies, notes, or any media containing proprietary data. For example, courts have held that employees must “return or destroy the



employer's ... information consistent with [their] contractual obligations". Similarly, many NDA clauses require recipients to certify destruction of confidential materials. Therefore, you agree to follow all

Company procedures (and any written requests) for returning documents and permanently deleting electronic data. No copies – physical or digital – of Treme-Parker's Confidential Information may be kept without written permission. This obligation helps ensure that trade secrets and sensitive data are not inadvertently leaked after someone leaves the company.

Duration of Confidentiality

The duty to keep information confidential does not necessarily end with your employment or contract. Under Georgia law, confidentiality obligations in an NDA may extend indefinitely for true trade secrets, so long as the information remains secret. In Illinois, by contrast, NDA obligations generally must be for a "reasonable" period: typically the term of employment and possibly a short time (e.g. one year) afterward. This policy respects those norms. Specifically, trade secrets and other high-value secrets remain protected indefinitely until they lawfully become public. All other Confidential Information should remain secret for at least the duration of the relationship and as long as it retains value. In practice, confidentiality must be maintained for the longest period allowed by applicable law (for example, California permits indefinite confidentiality for protectable business secrets if drafted properly).

Governing Law and Jurisdiction

This policy and any related agreement will be governed by federal law and the laws of the states specified below. The choice of these jurisdictions helps ensure the policy is enforceable across the Company's operations:

- Federal (USA) – We comply with the Defend Trade Secrets Act of 2016 (DTSA). The DTSA expressly provides that employees who disclose trade secrets to report a violation of law (e.g. to a government agency or in a lawsuit) are immune from liability. Our NDA includes this statutory notice and makes clear that confidential information is protected to the extent allowed by law.
- Illinois – Illinois has adopted the Uniform Trade Secrets Act. NDAs are valid only if they protect a legitimate business interest (such as trade secrets or client lists). Illinois also requires confidentiality obligations to have a reasonable time limit (so perpetual secrecy is not enforced). This policy follows those rules by tying confidentiality to genuine Company secrets and by specifying finite terms where appropriate.
- Georgia – Georgia's law also follows the UTSA. NDAs there may enforce trade secret and proprietary information protection. Notably, Georgia allows confidentiality obligations to last indefinitely as long as the information remains secret. We will enforce non-disclosure of secrets under this standard.
- California – California generally protects trade secrets under both state and federal law, but it imposes strict limits on restrictive covenants. California NDAs must be reasonable in scope and cannot include impermissible clauses. Our policy respects those limits: it prohibits only the



misuse of proprietary information and explicitly does not curtail any rights protected by California law.

- Delaware – Delaware’s laws (as with most states) follow the Uniform Trade Secrets Act. This means that misappropriation of trade secrets can be enjoined and may give rise to damages. We acknowledge Delaware’s UTSA and provide that any disputes may be heard there if applicable. In sum, Treme-Parker’s NDA will be interpreted under the federal Defend Trade Secrets Act and the trade secret/confidentiality laws of Illinois, Georgia, California, and Delaware, as well as any other relevant jurisdiction, to the extent required by business circumstances.

Acknowledgment and Enforcement

All Covered Recipients must affirmatively acknowledge this policy by checking the acceptance box below in the Company portal. By doing so, they confirm they understand and will comply with these obligations. Breach of this policy is grounds for disciplinary action (up to and including termination) and may also lead to civil or criminal legal action. If Confidential Information is misused or disclosed improperly, the Company may seek injunctive relief, monetary damages, and other remedies under the DTSA and state trade secret laws.

Regulation D Rule 506(c) Offering Disclaimer

No Offer or Solicitation

All information provided on the Treme-Parker website and in related materials is for general informational purposes only. Nothing herein is intended to be – nor should it be construed as – an offer to sell, or a solicitation of an offer to buy, any securities, nor as financial, legal, tax, or investment advice. Any potential offering referenced is not directed to any person in any jurisdiction where such offer or solicitation would be unlawful. No offer or sale of any security will occur prior to Treme-Parker’s authorized representatives providing official offering documents (such as a private placement memorandum) to the prospective investor and only in compliance with applicable securities laws.

Accredited Investors Only (Rule 506(c) Compliance)

Treme-Parker’s investment opportunities are being offered pursuant to Rule 506(c) of Regulation D under the U.S. Securities Act of 1933. Under this rule, an issuer may broadly advertise a private securities offering provided that all purchasers are accredited investors and the issuer takes reasonable steps to verify each purchaser’s accredited investor status. Accordingly, participation in any Treme-Parker offering is strictly limited to verified accredited investors. Securities will be offered and sold only to persons who qualify as “accredited investors,” as defined in SEC Regulation D, and who provide verification of such status prior to investment. Any individual or entity that does not meet these requirements is not eligible to invest and should not consider any information on this site as an offering to them.



General Solicitation and Advertising

Treme-Parker acknowledges that it engages in general solicitation and marketing of its offerings under Rule 506(c). In line with the Jumpstart Our Business Startups (JOBS) Act and SEC rules, general advertising of this private placement (including via the internet, social media, and other public channels) is expressly permitted. Such public promotional materials are intended to inform the market of the opportunity, not to offer securities to any unqualified member of the general public. Only accredited investors who have been verified and have received the formal offering documentation may invest. All information presented in any advertisement is qualified in its entirety by the more complete information in the confidential offering materials provided to investors.

Regulatory Status and State Compliance

The securities offered by Treme-Parker are unregistered securities, offered in reliance on federal and state exemptions. These securities have not been registered under the Securities Act of 1933 or the securities laws of any state. They are being offered as “covered securities” under Rule 506(c), which preempts state-level registration requirements (Blue Sky laws). Neither the U.S. Securities and Exchange Commission nor any state securities regulatory authority has approved or disapproved of these securities or passed upon the merits of this offering. In particular, no regulator or attorney general in the States of California, Illinois, New York, or Georgia has reviewed, approved, or endorsed the offering documents, and any representation to the contrary is unlawful. Treme-Parker will make all required notice filings and pay any requisite fees to state authorities as mandated (for example, filing Form D notices with state securities regulators). However, no sale of securities will be made in any jurisdiction except in accordance with the applicable securities laws and exemptions of that jurisdiction.

State-Specific Notices: The following supplemental notices are provided for offerings to residents of certain states, reflecting heightened compliance considerations in those jurisdictions:

- California: No offering or sale of securities will be conducted in California unless the offering is exempt from, or duly qualified under, the California Corporate Securities Law. The sale of the securities referenced herein has not been qualified with the Commissioner of the California Department of Financial Protection & Innovation, and any unqualified sale of these securities in California (or receipt of any consideration therefor) would be unlawful absent an exemption under Sections 25100–25102 of the California Corporations Code. All rights of parties to any California transaction are expressly conditioned upon such qualification being obtained or an appropriate exemption being available.
- New York: The Attorney General of the State of New York has not reviewed or approved this offering. This offering memorandum (and associated materials) has not been filed with or reviewed by the New York Department of Law. No endorsement of the merits of the offering is made by the State of New York, and the Attorney General’s office has not passed upon the accuracy or adequacy of this document. Any representation to the contrary is unlawful. Offers and sales to New York residents will be made in reliance upon applicable exemptions under the



New York Martin Act and related regulations, and any required notice filings (e.g. Form 99) will be duly made.

- Illinois: The securities described herein have not been approved or disapproved by the Secretary of State of Illinois, nor has the Illinois Securities Department passed upon or endorsed the merits of this offering or the accuracy of the offering materials. Any representation to the contrary is unlawful. The offering to Illinois residents is made under an exemption from registration under the Illinois Securities Law of 1953. These securities cannot be sold, transferred, or resold in Illinois except pursuant to an effective registration or a valid exemption under Illinois law.
- Georgia: The securities are offered to Georgia residents in a transaction exempt from registration under the Georgia Uniform Securities Act and applicable Georgia regulations (e.g., Ga. Comp. Rules & Regs. r. 590-4-5-.01 and 590-4-5-.04). Neither the Georgia Secretary of State nor the Georgia Securities Division has reviewed or approved the merits of this offering. The securities may not be sold or transferred to any person in Georgia except in a transaction permitted under Georgia law (pursuant to an effective registration or an available exemption). Investors in Georgia should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time, as no public market exists and resale is restricted.

Speculative Investment Risks and No Guarantees

Investments in Treme-Parker's offerings are speculative and involve a high degree of risk. The real estate securities and private placements offered are illiquid and suitable only for investors who understand and can afford the risks of the investment. Investors could lose all or a substantial portion of their investment; you should not invest unless you can bear the risk of losing your entire principal. These securities are subject to restrictions on transfer and have no public trading market – you may be required to hold your investment indefinitely and there is no assurance that any secondary market will develop. No guarantee of any particular results or returns is being made by Treme-Parker. Neither Treme-Parker nor any of its affiliates or principals makes any representation or promise that any investment will achieve any given performance objective or level of success, or that investors will earn profits or avoid losses by investing with Treme-Parker. All projections, targets, or forward-looking statements provided are aspirational in nature and subject to significant business, market, and economic uncertainties.

Past Performance Not Indicative of Future Results

Any past performance data or track record discussed on the Treme-Parker website or in offering materials is for illustrative purposes only. Past performance is not a guarantee or indicator of future results. No assurance can be given that any investment will achieve results comparable to those achieved by previous projects or funds managed by Treme-Parker, and no level of success or financial return is guaranteed. Investors are strongly cautioned not to place undue reliance on any historical results or forward-looking statements. Each offering involves unique risks and uncertainties; actual outcomes may differ materially from any projections.



No Warranties and Limitation of Liability

All content and materials provided by Treme-Parker (whether on its website, in emails, or within offering documents) are provided “as is” and without any warranty, express or implied. Treme-Parker and its affiliates expressly disclaim any implied warranties of accuracy, completeness, merchantability, fitness for a particular purpose, or non-infringement regarding the information contained herein. While efforts are made to ensure accuracy, no guarantee is given that all information is up-to-date or free of errors. In no event shall Treme-Parker, its principals, or its affiliated companies be liable for any direct or indirect damages or losses arising out of or in connection with the use of the information provided, any errors or omissions in the content, or any reliance by an investor on the materials presented. Any investment decisions made by the user of this information are the sole responsibility of the investor.

Investor Due Diligence and Responsibility

Prospective investors are solely responsible for evaluating any Treme-Parker offering and determining its suitability in light of their own financial circumstances and objectives. Prior to making any investment, each investor should perform independent due diligence and consult with their own professional advisors – including financial, legal, and tax advisors – to assess the merits and risks of the investment. Nothing on the Treme-Parker website or in our communications should be considered a substitute for personalized investment advice. Treme-Parker does not and will not provide personal investment advice to investors in connection with its Rule 506(c) offerings, and it does not act as a fiduciary to any investor. By proceeding with an investment, you acknowledge that you have independently evaluated the offering, understood the risks involved, and determined that the investment is appropriate for your situation (with the assistance of your advisors, as needed). Each investor must rely on their own examination of the offering and the terms and conditions of the investment, including all inherent risks, in making an investment decision.

Disclaimer: This notice is intended to meet the informational requirements of Rule 506(c) offerings and to comply with U.S. federal and state securities laws. However, it is not a complete enumeration of all risks or applicable regulations. Investors should review all offering documents carefully and are encouraged to seek independent legal counsel for any questions regarding this disclaimer or the offering.