STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
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HELEN E. HANKS
COMMISSIONER

PAUL D. RAYMOND, JR.
ASSISTANT COMMISSIONER

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March 12, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 033

REQUESTED ACTION

Authorize the NH Department of Corrections (NHDOC) to enter into a no-cost Confidential Disclosure Agreement (CDA) with Asegua Therapeutics LLC to ensure confidentially of data for discussion, evaluation and negotiation related to Asegua's product pricing and associated contingencies. Effective upon Governor and Executive Council approval through 3/31/2027.

EXPLANATION

This CDA ensures confidentiality of data disclosed by Asegua Therapeutics LLC during the discussion, evaluation, and potential negotiation of entering a business transaction related to Asegua's product pricing. Asegua provides a specific pharmaceutical agent for the treatment of Hepatitis C (HCV) that could potentially reduce the amount that the NHDOC spends on treatment for this condition.

Respectfully Submitted,

Helen E. Hanks
Commissioner

ASEGUA THERAPEUTICS

ASEGUA THERAPEUTICS LLC
CONFIDENTIAL DISCLOSURE AGREEMENT

This Mutual Confidential Disclosure Agreement (**"Agreement"**) is effective as of the **"Effective Date"** (defined below) and between the **New Hampshire Department of Corrections** (**"State Entity"**), and **Asegua Therapeutics, LLC.**, (**"Asegua"**), and shall govern the disclosure by a party (**"Discloser"**) to the other party (**"Recipient"**).

1. **"Confidential Information"** means all nonpublic information disclosed in oral, written, electronic or other form or otherwise learned by Recipient under this Agreement, including but not limited to information on Discloser's research, development, preclinical and clinical programs, data and results; pharmaceutical or biologic candidates and products; inventions, works of authorship, trade secrets, processes, conceptions, formulas, patents, patent applications, and licenses; business, product, marketing, sales, scientific and technical strategies, programs and results, including costs, discount or rebate offers, and prices; suppliers, manufacturers, customers, market data, personnel, and consultants; and other confidential matters related to Discloser.

2. Confidential Information is being disclosed solely to enable the parties to evaluate, discuss, negotiate and possibly enter a business transaction with each other related to Asegua' s products' pricing and associated contingencies (the **"Purpose"**).

3. With respect to Confidential Information of Discloser, Recipient agrees to:

   (a) use such Confidential Information solely for the Purpose and for no other reason;

   (b) hold such Confidential Information in confidence and not to disclose such Confidential Information to others, except to its employees, consultants and representatives who require Confidential Information in order to carry out the Purpose and who are subject to binding obligations of confidentiality and restricted use at least as protective as those of this Agreement;

   (c) protect the confidentiality of such Confidential Information using at least the same level of efforts and measures used to protect its own valuable confidential information, and at least commercially reasonable efforts and measures; and

   (d) notify Discloser as promptly as practicable of any unauthorized use or disclosure of such Confidential Information of which Recipient becomes aware.

In addition, neither State Entity nor Asegua shall, without the other party's consent, disclose to any other person (except for employees, consultants and representatives as permitted by Section 3(b) above) either the existence of this Agreement, the fact that investigations, discussions or negotiations are or may be taking place concerning a possible transaction or any facts related thereto.

4. The obligations of Section 3 shall not apply to any Confidential Information that:

   (a) Recipient knew before learning it under this Agreement, as demonstrated by written records predating the date it was learned under this Agreement;

   (b) is now, or becomes in the future, publicly available except by an act or omission of Recipient;

   (c) a third party discloses to Recipient without any restriction on disclosure or breach of confidentiality obligations to which such third party is subject; or

   (d) Recipient independently develops without use of or reference to Confidential Information, as demonstrated by Recipient's written records contemporaneous with such development.

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5. Notwithstanding Section 3 above, Recipient may disclose Discloser's Confidential Information to the extent and to the persons or entities required under applicable law, rule, regulation or order provided that Recipient (a) first gives prompt written notice of such disclosure requirement to Discloser so as to enable Discloser to seek any limitations on or exemptions from such disclosure requirement and (b) reasonably cooperates at Discloser's request in any such efforts by Discloser.

6. Application of Right-to-Know Law. State Entity's obligations of confidentiality under Section 3 of this Agreement are subject to disclosure pursuant to the New Hampshire Right-to-Know Law codified at RSA 91-A. Notwithstanding any terms and conditions in this Agreement to the contrary, State Entity shall have the sole and final authority as to whether the disclosure of any Confidential Information is required under RSA 91-A. In the event that State Entity receives any request made pursuant to RSA 91-A that seeks the disclosure of Confidential Information, and State Entity determines that the provisions of 91-A require the disclosure of the Confidential Information so requested, State Entity will notify Asegua in advance of the disclosure of the following:

(a) The scope of the information sought through the request;

(b) A description of the materials that State Entity plans to disclose in response to the request;

(c) A description of the materials, if any, that are exempt from disclosure under the Right-to-Know Law pursuant to RSA 91-A:5 or any other applicable exception or exemption to the Right-to-Know Law; and

(d) The date upon which State Entity will disclose the materials to the RSA 91-A requestor.

If State Entity concludes that the disclosure of Confidential Information is required under RSA 91-A, Asegua shall be responsible for taking whatever appropriate legal action it deems necessary to prevent such disclosure to the RSA 91-A requestor. Advance notice of disclosure of Confidential Information described above shall occur sufficiently in advance of the date upon which State Entity intends to disclose Confidential Information to allow Asegua to take such appropriate legal action.

7. Discloser retains all right, title and interest in and to its Confidential Information. This Agreement does not and shall not be construed to give Recipient any right or license by implication or otherwise to any Confidential Information or under any intellectual property or other rights owned by or licensed to Discloser. Neither party has any obligation to continue discussions or negotiations or to enter into any transaction with the other party, and either party may terminate discussions or negotiations at any time.

8. Each party's obligations under this Agreement as a Recipient shall expire three (3) years from the Effective Date.

9. Any purported assignment or delegation by a party of this Agreement in whole or in part without the prior written consent of the other party shall be void. This Agreement shall be binding upon the parties, their successors and their permitted assigns.

10. Sovereign Immunity Preserved. Notwithstanding any terms and conditions set forth herein to the contrary, this Agreement shall not be construed as a waiver of State Entity's sovereign immunity, which is hereby reserved by State Entity. The terms and conditions of this Section 9 shall survive the expiration or termination of this Agreement.

11. Governing Law. The Parties acknowledge and agree that this Agreement and the rights, obligations, and liabilities of the Parties hereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any

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other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.

12. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to this Agreement, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to this Agreement shall be in the state courts of the State of New Hampshire.

13. Merger. This Agreement is intended by the Parties as the final, complete, and exclusive understanding of the Parties hereto. All prior or contemporaneous promises, agreements, and understandings, whether oral or written, are deemed to be superseded by this Agreement, and no Party is relying on any promise, agreement, or understanding not set forth in this Agreement. This Agreement may not be amended or modified except by a written instrument describing such amendment or modification executed by the Parties hereto.

14. Effective Date. This Agreement is subject to the approval of the Governor and Executive Council of the State of New Hampshire, and State Entity shall not be bound by the terms and conditions of this Agreement until the date of such approval (the **"Effective Date"**). For purposes of clarity, "Effective Date" can only occur after this Agreement has been signed by both parties.

15. Counterparts; Facsimile and Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. A facsimile or portable document format (PDF) signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature. In accordance with the New Hampshire Uniform Electronic Transactions Act, RSA 294-E:1 *et seq.*, the Parties hereby agree that this Agreement may be signed electronically, including any exhibits, schedules, addenda, or other attachments referenced herein.

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This Agreement is effective as of the last date of execution by both parties' duly authorized representatives.

NEW HAMPSHIRE CORRECTIONS DEPARTMENT	ASEGUA THERAPEUTICS, LLC.
By: Helen E. Hanks Helen E. Hanks, Commissioner	By: DocuSigned by: Jason Krings C842329E3D6C4D6... Jason C. Krings, Commercial Lead
Date: 3/13/2024	Date: March 4, 2024 | 1:33:11 PST

Approval by the New Hampshire Attorney General

By: DocuSigned by: Duncan A. Edgar
FE14834F25F24F5...
Duncan A. Edgar, Attorney

Date: February 7, 2024 | 12:34:24 PST

Approval by the Governor and Executive Council of the State of New Hampshire

G&C Item Number: _____ G&C Meeting Date: _____