Non-Disclosure Agreement

Between Trey Research and Bellows College

This non-disclosure agreement (the "Agreement") is made and entered into as of April 12, 2024 (the "Effective Date") by and between Trey Research, a software consultancy with its principal place of business at 123 Main Street, Anytown, USA (the "Disclosing Party") and Bellows College, a higher education institution with its principal place of business at 456 College Avenue, Sometown, USA (the "Receiving Party").

The Disclosing Party and the Receiving Party are collectively referred to as the "Parties" and individually as a "Party".

The Parties wish to engage in discussions and share information regarding a potential business relationship involving the development and delivery of software solutions by the Disclosing Party to the Receiving Party (the "Purpose").

In connection with the Purpose, the Disclosing Party may disclose to the Receiving Party certain confidential and proprietary information that the Disclosing Party desires to protect from unauthorized use and disclosure.

Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

# 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any and all information, in any form or medium, that is disclosed by or on behalf of the Disclosing Party to the Receiving Party, either directly or indirectly, and that:

* is marked or identified as confidential, proprietary, or with a similar designation at the time of disclosure; or
* should reasonably be understood by the Receiving Party, based on the nature of the information or the circumstances of disclosure, to be confidential or proprietary to the Disclosing Party.

Confidential Information includes, without limitation, the following types of information and any derivatives thereof:

* business plans, strategies, objectives, forecasts, projections, analyses, and performance indicators;
* financial information, including revenues, costs, profits, and pricing;
* technical information, including designs, specifications, requirements, methodologies, algorithms, software, code, data, and documentation;
* intellectual property, including patents, trademarks, trade secrets, copyrights, and know-how;
* customer and supplier information, including names, contacts, needs, preferences, and agreements;
* employee and personnel information, including names, positions, qualifications, and compensation;
* any other information that has or could have commercial value or other utility to the Disclosing Party or its competitors.

Confidential Information does not include any information that:

* was rightfully known to the Receiving Party prior to its disclosure by the Disclosing Party, without any obligation of confidentiality;
* was rightfully obtained by the Receiving Party from a third party who was not under any obligation of confidentiality to the Disclosing Party;
* was or becomes publicly available, other than as a result of a breach of this Agreement by the Receiving Party or any of its representatives;
* was or is independently developed by the Receiving Party without use of or reference to any Confidential Information of the Disclosing Party; or
* is required to be disclosed by law, court order, or governmental authority, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement and cooperates with the Disclosing Party to seek an appropriate protective order or other remedy.

# 2. Obligations of the Receiving Party

The Receiving Party agrees that, with respect to any Confidential Information disclosed by the Disclosing Party:

* it will use the Confidential Information solely for the Purpose and not for any other purpose;
* it will not disclose, copy, reproduce, distribute, or otherwise disseminate the Confidential Information to any third party, except to its employees, contractors, agents, advisors, or affiliates (collectively, the "Representatives") who have a need to know the Confidential Information for the Purpose and who are bound by confidentiality obligations at least as restrictive as those in this Agreement;
* it will protect the Confidential Information from unauthorized use and disclosure with the same degree of care, but not less than a reasonable degree of care, that it uses to protect its own confidential and proprietary information of a similar nature;
* it will promptly notify the Disclosing Party of any actual or suspected unauthorized use or disclosure of the Confidential Information and cooperate with the Disclosing Party in any efforts to prevent or remedy such unauthorized use or disclosure;
* it will, upon the Disclosing Party's request or upon the termination or expiration of this Agreement, return or destroy all Confidential Information in its possession or control, including any copies, reproductions, or summaries thereof, and certify in writing to the Disclosing Party that it has done so, unless otherwise required by law or agreed by the Parties in writing.

# 3. Ownership of Confidential Information

The Receiving Party acknowledges and agrees that:

* the Confidential Information is and will remain the sole and exclusive property of the Disclosing Party;
* no license or other right to the Confidential Information is granted or implied by this Agreement;
* the Receiving Party will not acquire any interest in or title to the Confidential Information by virtue of this Agreement or its use of the Confidential Information for the Purpose;
* the Receiving Party will not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, or underlying principles of any software or other Confidential Information of the Disclosing Party;
* the Receiving Party will not modify, adapt, translate, or create derivative works from or based on any Confidential Information of the Disclosing Party;
* the Receiving Party will not remove, alter, or obscure any proprietary notices, labels, or marks on or in any Confidential Information of the Disclosing Party.

# 4. Term and Termination

This Agreement will commence on the Effective Date and will remain in force until terminated by either Party upon thirty (30) days prior written notice to the other Party.

Notwithstanding the termination of this Agreement, the obligations of the Receiving Party under this Agreement will survive and continue for a period of three (3) years from the date of the last disclosure of Confidential Information by the Disclosing Party, unless otherwise agreed by the Parties in writing.

The termination of this Agreement will not affect any rights or obligations of the Parties that accrued prior to the termination.

# 5. Remedies

The Receiving Party acknowledges and agrees that any actual or threatened breach of this Agreement by the Receiving Party or any of its Representatives may cause irreparable harm to the Disclosing Party, for which monetary damages may not be adequate, and that the Disclosing Party will be entitled to seek injunctive or other equitable relief to prevent or restrain such breach, in addition to any other remedies available at law or in equity.

The Receiving Party further agrees to indemnify and hold harmless the Disclosing Party from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from any breach of this Agreement by the Receiving Party or any of its Representatives.

# 6. Disclaimer

The Disclosing Party makes no representations or warranties, express or implied, regarding the accuracy, completeness, or suitability of the Confidential Information for any purpose. The Confidential Information is provided "as is" and the Disclosing Party disclaims all liability arising from or relating to the use of the Confidential Information by the Receiving Party or any of its Representatives.

# 7. Miscellaneous

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, or representations, whether written or oral, relating to the same subject matter.

This Agreement may not be modified, amended, or waived, in whole or in part, except by a written instrument signed by both Parties.

This Agreement may not be assigned or transferred by either Party, in whole or in part, without the prior written consent of the other Party, and any attempt to do so will be null and void.

This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state and federal courts located in New York County, New York, and each Party hereby consents to the personal jurisdiction and venue of such courts.

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A facsimile or electronic copy of this Agreement, including the signature pages, will be deemed an original.

The headings in this Agreement are for convenience only and will not affect the interpretation or construction of this Agreement.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision will be severed or modified to the extent necessary to make it valid, legal, and enforceable, and the remainder of this Agreement will continue in full force and effect.

Any notice or communication required or permitted under this Agreement will be in writing and will be deemed given when delivered personally, by registered or certified mail, postage prepaid, return receipt requested, by reputable overnight courier service, or by email, to the addresses or email addresses of the Parties as set forth below, or to such other addresses or email addresses as the Parties may designate by written notice in accordance with this provision.

To the Disclosing Party:

Trey Research

123 Main Street

Anytown, USA

Attn: John Smith, CEO

Email: john.smith@treyresearch.com

To the Receiving Party:

Bellows College

456 College Avenue

Sometown, USA

Attn: Jordan Mitchell, President

Email: jordanm@bellows.edu

The Parties have executed this Agreement as of the Effective Date.

Trey Research

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: John Smith

Title: CEO

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bellows College

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Jordan Mitchell

Title: President

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_