STUDENT NON-DISCLOSURE AGREEMENT

This Agreement is made and entered into by and between **Medical Information Simulations, LLC** ("Company") and __Titus Kinnear__ ("Student") for the purpose of receiving certain confidential information of Company to enable the Student to undertake the project described at the end of this Agreement ("Project").

Company and Student hereby agree as follows:

1. "Confidential Information" means proprietary and confidential information of Company marked or identified as such in accordance with Section 2 below.

2. To be treated as Confidential Information, any information provided by Company to Student in tangible form shall be marked "Proprietary and Confidential" or similar markings. Information disclosed orally must be identified orally as confidential at the time of disclosure and summarized in writing within 30 days of disclosure.

3. No information will be Confidential Information that: (i) is already known to Student, or (ii) is or becomes publicly known through no wrongful act of Student, or (iii) is received by Student from a third party without similar restrictions and without breach of this Agreement.

4. Except as provided herein, Student will not disclose any Confidential Information to any other person. Student will not use any Confidential Information other than in connection with the Project.

5. Student may disclose Confidential Information (i) to other students who have executed non-disclosure agreements with Company, (ii) in response to the lawful request or requirement of a governmental agency or by requirement of law, and (iii) to the faculty member supervising the Project, provided that faculty member has signed a non-disclosure agreement with Company.

6. Company understands that to complete the requirements of the course in which he or she is enrolled, Student may be required to give a substantive presentation concerning the Project to an audience that will not have signed non-disclosure agreements, may present at conferences concerning aspects of concept design, or submit review papers, reports, or proposed publications that include information derived from work concerning the Project and that such presentations or publications may include information about the Company. Student must submit a full and complete draft of presentations of publications to Company and course instructor for review. Company and course instructor will work with Student to prevent the inclusion of Confidential Information in the presentation or publication materials prepared by the Student.

7. All Confidential Information delivered by Company to Student will be and remain property of Company. All Confidential Information, and any copies thereof, will be promptly returned to Company or destroyed by Student upon Company's request.

8. The obligations of Student under this Agreement shall terminate on **12/15/2024**.

9. This Agreement may not be modified except by written instrument signed on behalf of each party. Either party may assign this Agreement to a parent corporation, to a wholly owned subsidiary or a successor of substantially all of the business or assets of the party. This Agreement embodies the entire agreement and understanding of the parties and terminates and supersedes all prior independent agreements and under takings between the parties. The provisions of this Agreement shall be construed in accordance with the laws of the state of **Texas**. All notices, requests or consents given in connection with this Agreement shall be given in writing and sent by first class mail, postage prepaid, telegram, teletype, telex, cable or email to the addresses listed at the end of this Agreement, unless either party notifies the other party of a different address.

Description of Project:

__Developing a web-based educational training simulator for a laboratory information system (LIS) used in laboratory science programs or pathology labs.__

Executed as of the date and year first above written:

Student's Signature _Titus Kinnear_   Date _09/09/2024_

Print Name __Titus Kinnear__