

# Non Disclosure Agreement

THIS AGREEMENT (the "**Agreement**") is entered into on this 14th day of February 2013 by and between the Cornell Consulting Club (the "**Disclosing Party**"), and Yiyi Chen (the "**Recipient**" or the "**Receiving Party**").

The Recipient hereto desires to participate in the daily operating business of The Cornell Consulting Club (the "Organization" or "CCC") as a Vice President of Alumni Relations. During this work, The Cornell Consulting Club may share certain proprietary information with the Recipient. Therefore, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## 1. Definition of Confidential Material

(a) For purposes of this Agreement, "Confidential Information" means any data or information that is proprietary to the Disclosing Party or its clients and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to: (i) any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans and performance results relating to the past, present or future business activities of such party, its affiliates, subsidiaries and affiliated companies; (ii) plans for products or services, and customer or supplier lists; (iii) any scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; (iv) any other information that should reasonably be recognized as confidential information of the Disclosing Party. Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

## 2. Disclosure of Confidential Material

From time to time, the Disclosing Party may disclose Confidential Information to the Receiving Party. The Receiving Party will: (a) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the current or contemplated business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (c) shall keep all Confidential Information strictly confidential.

### **3. Use of Confidential Material**

The Receiving Party agrees to use the Confidential Information solely in connection with the current relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an e-board member of the Disclosing Party. No other right or license, whether expressed or implied, is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party.

### **4. Term**

This Agreement shall remain in effect for the continuation of the Receiving Party's active affiliation (defined by being a member of the club) and subject to extension until the project in progress is terminated. Notwithstanding the foregoing, the parties' duty to hold in confidence Confidential Information that was disclosed during term shall remain in effect indefinitely.

### **5. Return of Confidential Material**

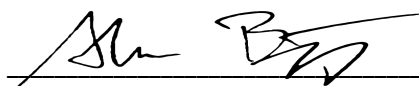
Receiving Party shall immediately return and redeliver to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") based on or including any Confidential Information, in whatever form of storage or retrieval, upon notice from the club or termination of employment.

### **6. Notice of Breach**

Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

### **7. Miscellaneous**

(a) This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought. (b) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.



Ankur Bajaj  
Project Manager  
Cornell Consulting Club



Raimund G. Riedl  
President  
Cornell Consulting Club