I. THE PARTIES. This Non-Disclosure Agreement, hereinafter known as the "Agreement", created on date indicated on the Docsend NDA certificate is by and between St. Andrews Presbyterian College, Inc. a North Carolina not-for-profit corporation doing business as St. Andrews University, a branch of Webber International University hereinafter known as "1st Party", and the party indicated on the Docsend NDA certificate hereinafter known as "2nd Party", and collectively known as the "Parties".

WHEREAS, this Agreement is created for the purpose of preventing the unauthorized disclosure of the confidential and proprietary information as defined by Florida Statues 812.081, the Parties agree as follows:

II. TYPE OF AGREEMENT. The 1st Party shall have sole ownership of the Confidential Information with 2nd Party being prohibited from disclosing confidential and proprietary information that is to be released by the 1st Party.

III. RELATIONSHIP. The 1st Party's relationship to the 2nd Party can be described as institution of higher learning from which the 2nd Party graduated and the 2nd Party's relationship to the 1st party can be described as graduate of Party A's institution of higher learning.

IV. DEFINITION. For the purposes of this Agreement, the term "Confidential Information" shall specifically include, but not be limited to, the transcript (and information contained therein) of a private meeting held at St. Andrews University in Laurinburg, North Carolina beginning at 1pm on Saturday, October 16th, 2021. "Confidential Information" further is defined as, by way of illustration and not limitation, documents, records, information and data (whether verbal, electronic or written), schedules, product plans, marketing plans, technical procedures, analyses, compilations, studies, formulas, methodologies, formulations, product developments, know-how, specifications and other business information, relating to the Party's business, operations or contracts, furnished to the other Party and/or the other Party's affiliates, employees, officers, owners, agents, consultants or representatives, regardless of whether such Confidential Information has been expressly designated as confidential or proprietary. Confidential Information also includes any and all, work products, studies and other material prepared by or in the possession or control of the other Party, which contain, include, refer to or otherwise reflect or are generated from any Confidential Information.

However, Confidential Information does not include:

> (a) information generally available to the public (the meeting held on Saturday, October 16, 2021 is specifically stipulated "not a public meeting" and information disclosed there is specifically stipulated "not available to the public");
>
> (b) widely used programming practices or algorithms;
>
> (c) information rightfully in the possession of the Parties prior to signing this Agreement; and

(d) information independently developed without the use of any of the provided Confidential Information.

V. DOCSEND FUNCTIONALITY AND PERSONALLY IDENTIFIABLE INFORMATION. In order to securely deliver and prevent the unauthorized disclosure of information, DocSend collects certain personally identifiable information (by way of example and not limitation name, email, physical location, IP address, etc.) from the 2nd party, stores this information, and provides it to the 1st party. By using the Docsend software the 2nd party consents to such collection, storage, and disclosure.

VI. OBLIGATIONS. The obligations of the 2nd Parties shall be to hold and maintain the Confidential Information in the strictest of confidence at all times. If any such Confidential Information shall reach a third (3rd) party, or become public, all liability will be on the Party that is responsible. The 2nd party will not, without the written approval of the 1st Party, publish, copy, or otherwise distribute or disseminate the Confidential Information.

VII. TIME PERIOD. The Party's(ies') duty to hold the Confidential Information in confidence shall remain in effect until such written notice is given releasing such Party from this Agreement.

VIII. INTEGRATION. This Agreement expresses the complete understanding of the Parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in writing with the acknowledgment of the Parties.

IX. SEVERABILITY. If a court finds that any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the Parties.

X. ENFORCEMENT. The Parties acknowledge and agree that due to the unique and sensitive nature of the Confidential Information, any breach of this Agreement would cause irreparable harm for which damages and/or equitable relief may be sought. The harmed Party in this Agreement shall be entitled to all remedies available at law, including reasonable attorney's fees.

XI. GOVERNING LAW. This Agreement shall be governed under the laws in the State of Florida.

XII. VENUE. Parties agree venue for resolution of any disputes arising from this agreement shall be Florida's 10th Judicial Circuit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written appearing on the Docsend NDA certificate.