

# NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is made as of September 5, 2024 , by and between Positive Tutors ("Company"), with its principal office located at 4949 E Van Buren St SUITE 60144, Phoenix, AZ 85082, USA , and \_\_\_\_\_ [Tutor's Name], residing at \_\_\_\_\_ [Tutor's Address] ("Recipient").

## Purpose

The purpose of this Agreement is to ensure that Confidential Information (as defined below) disclosed by the Company to the Recipient is kept confidential and not disclosed to any third parties or used for any purpose other than as necessary for the Recipient to perform their duties as a part-time tutor for the Company.

## Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all information or material that has or could have commercial value or other utility in the business in which the Company is engaged. Confidential Information includes, but is not limited to:

- Business plans and strategies
- Marketing plans and strategies
- Student lists and information
- Tutor lists and information
- Financial information
- Technical data and know-how
- Proprietary software, platforms, and tools
- Curriculum and lesson plans
- Any other information that the Company designates as confidential

## Obligations of Recipient

The Recipient agrees to the following:

- Non-Disclosure: The Recipient will not disclose any Confidential Information to any third party without the prior written consent of the Company.
- Non-Use: The Recipient will not use any Confidential Information for any purpose other than as necessary to perform their duties as a part-time tutor for the Company.

- Protection of Confidential Information: The Recipient will take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information.
- Return of Materials: Upon termination of the Recipient's engagement with the Company, or upon request by the Company, the Recipient will return all materials containing Confidential Information to the Company.

### **Exclusions from Confidential Information**

The Recipient's obligations under this Agreement do not extend to information that is:

- Publicly known at the time of disclosure or becomes publicly known through no fault of the Recipient;
- Discovered or created by the Recipient before disclosure by the Company;
- Learned by the Recipient through legitimate means other than from the Company or Company's representatives; or
- Disclosed with the Company's prior written approval.

### **Term**

This Agreement and the Recipient's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as confidential or until the Company sends the Recipient written notice releasing the Recipient from this Agreement, whichever occurs first.

### **No License**

Nothing in this Agreement is intended to grant any rights to the Recipient under any patent, trademark, or copyright, nor shall this Agreement grant the Recipient any rights in or to the Confidential Information except as expressly set forth herein.

### **No Employment Relationship**

Nothing in this Agreement shall be construed to establish an employment relationship, partnership, or joint venture between the parties.

## Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws principles.

## Miscellaneous

- Amendments: This Agreement may be amended or modified only by a written agreement signed by both parties.
- Severability: If any provision of this Agreement is found to be unenforceable, it will be enforced to the maximum extent permissible, and the remainder of this Agreement will continue in full force and effect.
- Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and representations, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Non-Disclosure Agreement as of the date first above written.

Positive Tutors:



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**Tim Tosh**

CEO

September 5, 2024

Recipient:

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[Tutor's Signature]

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[Tutor's Name]

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[Date]