

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (the “**Agreement**”) is effective as of _____, 20__ (the “**Effective Date**”), between Rising Stars of America, an Ohio non-profit corporation (the “**Company**”), and the undersigned counterparty (the “**Recipient**”) (collectively, the “**Parties**”).

1. **CONFIDENTIAL INFORMATION.** “**Confidential Information**” means all information disclosed by the Company to the Recipient during the course of Recipient’s business relationship with the company, except to the extent such information is or becomes publicly known through no violation of this Agreement by Recipient. This information is confidential whether it is disclosed orally, in written or electronic form, or in any other form or media, whether or not it is marked “confidential.” Confidential Information includes:
 - a. all information concerning the Company’s business plans, strategies, technologies, processes, and finances;
 - b. all information concerning the Company’s website or plans for a future website, including designs, specifications, source code, object code, images, icons, and other visual elements;
 - c. all information concerning the plans and ideas regarding how the Company may utilize Recipient’s technologies, services, or products;
 - d. all information regarding the Company’s inventions, ideas, teaching methods, discoveries, trade secrets, unpublished patent applications, and other confidential intellectual property; and
 - e. any other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the Company’s businesses.
2. **DISCLOSURE AND USE OF CONFIDENTIAL INFORMATION.** The Recipient understands that during the course of the Recipient’s business relationship with the Company, the Recipient will have access to and learn about Confidential Information. The Recipient agrees to use the highest degree of care in protecting Confidential Information. The Recipient shall not:
 - a. disclose any Confidential Information to any third party without the Company’s advance written consent;
 - b. use Confidential Information outside of the scope of the business relationship between the Company and the Recipient; or
 - c. use Confidential Information in any manner to the Company’s detriment.
3. **REQUIRED DISCLOSURE.** The Recipient may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, or discovery request. Prior to making such disclosure, the Recipient shall make reasonable efforts to provide the Company with:
 - a. prompt written notice of such requirement so that the Company may seek a protective order or other remedy; and
 - b. reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure.
4. **IMMEDIATE NOTIFICATION AND COOPERATION.** The Recipient shall immediately notify the Company of any unauthorized disclosure or use of Confidential Information or other breaches of this Agreement by the Recipient. Additionally, the Recipient will cooperate in good faith with the Company in taking such actions as may be requested by the Company to prevent any further unauthorized release, disclosure, or use, and to mitigate any damages caused by it.
5. **REMEDIES.** The Recipient understands that the Confidential Information contemplated in this Agreement is unique and valuable and that the unauthorized use or disclosure of such information

would destroy or diminish the value of it. The damages to the Company would be impossible to calculate. Therefore, the Parties agree that the Company shall be entitled to injunctive relief preventing the disclosure or use of Confidential Information in violation of the terms of this Agreement. Such injunctive relief shall be in addition to any other remedies available under law, including monetary damages. The Company shall be entitled to recover from Recipient its costs and fees, including reasonable attorneys' fees, incurred in obtaining any relief.

6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION. At the Company's request, the Recipient shall promptly return to the Company all copies, whether written, electronic, or other form or media, of the Company's Confidential Information.
7. ASSIGNMENT AND DELEGABILITY. The Company may assign its rights and delegate its performance under this Agreement. The Recipient may not assign its rights or delegate its performance under this Agreement. This Agreement binds and benefits the Parties and their respective successors and assigns.
8. GOVERNING LAW AND VENUE. Without regard to its conflict of law principles, the laws of Ohio govern all matters with respect to this Agreement. The Parties submit to the exclusive jurisdiction of the Ohio state courts in Hamilton County, Ohio or federal courts in the Southern District of Ohio for any action or proceeding regarding this Agreement.
9. WAIVER. The waiver, delay, or failure by the Company in exercising any right, power, or privilege granted by this Agreement at any time shall not operate as a waiver or preclude the exercise of any right, power, or privilege granted to the Company by this Agreement.
10. SEVERABILITY. If any provision of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect. The Parties may revise the affected provision to reflect the Parties' original intent.
11. ENTIRE AGREEMENT. This agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written negotiations, understandings, promises, representations, warranties, or agreements with respect to the subject matter.

The Parties to this Agreement have read the foregoing and fully understand the provisions contained herein. The Parties have executed this Agreement as of the Effective Date.

RISING STARS OF AMERICA

RECIPIENT

By: _____

Nicole Chambers-Cunningham, President

Name: _____