

This Non-Disclosure Agreement ("Agreement") is made and entered into as of March 28, 2024 (the "Effective Date") between Foundation4Innovation ("F4i"), and San Mateo County Office of Education (SMCOE) Teacher and/or Staff Member

_____ ("Teacher Name/Recipient"),
Within San Mateo County. F4i and Recipient may be collectively referred to as the "Parties" and individually as a "Party."

Purpose

The Parties desire to engage in discussions and potential collaboration regarding the use of F4i's competition curriculum (the "Curriculum"). In connection with these discussions and collaboration, F4i may disclose certain confidential information to the Recipient.

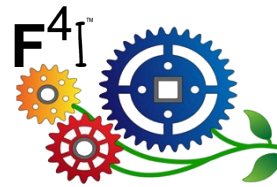
Current topics includes:

College & Career ePortfolio Expo (C2E2)

Definition of Confidential Information

"Confidential Information" refers to any non-public, proprietary, or confidential information, in any form or medium, disclosed by F4i to the Recipient, whether orally or in writing, including but not limited to:

- a. The Curriculum and any related materials, including lesson plans, teaching techniques, and educational strategies.
- b. Intellectual property, content or instructional resources, trade secrets, business plans, financial information, customer lists, and any other information concerning the operations, business affairs, or technology of F4i.



Non-Disclosure Obligations

Recipient acknowledges and agrees to the following non-disclosure obligations:

- a. Recipient shall keep all Confidential Information strictly confidential and shall not disclose or permit disclosure of any Confidential Information to any third party without the prior written consent of F4i.
- b. Recipient shall use the Confidential Information solely for the purpose of evaluating and using the Curriculum for educational purposes with students at SMCOE designated locations from March 28, 2024-May 21, 2027.
- c. Recipient shall take all reasonable measures to protect the Confidential Information from unauthorized access, use, or disclosure, including but not limited to implementing adequate security measures, restricting access to the Curriculum, and informing its employees and agents of their obligations under this Agreement.
- d. Recipient shall not reproduce, modify, reverse engineer, decompile, disassemble, or create derivative works from the Confidential Information, in whole or in part, without the prior written consent of F4i.
- e. Recipient shall promptly notify F4i in writing of any actual or suspected unauthorized use or disclosure of the Confidential Information and shall assist F4i in remedying such unauthorized use or disclosure.

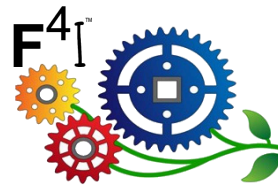
Exclusions from Confidentiality

Recipient's obligations under this Agreement shall not extend to any information that:

- a. Is or becomes publicly available through no fault or breach of the Recipient;
- b. Was already known to the Recipient at the time of disclosure without any obligation of confidentiality;
- c. Is lawfully obtained by the Recipient from a third party without breach of any confidentiality obligation;
- d. Is independently developed by the Recipient without reference to or use of the Confidential Information; or
- e. Is required to be disclosed by law, regulation, court order, or any governmental or regulatory authority, provided that the Recipient provides prompt written notice to F4i to enable F4i to seek a protective order or other appropriate remedy.

Term and Termination:

This Agreement shall be effective as of the Effective Date and shall remain in effect until May 21, 2027, unless terminated earlier by mutual written agreement of the Parties or as otherwise provided herein. The obligations of confidentiality and non-use under this Agreement shall survive the termination of this Agreement for a period of 3 year. March 28, 2024-May 21, 2027. Based on the round 6 K12SWP SMCOE partnership agreement with Collaborative Education Advisors.



Remedies:

Recipient acknowledges that unauthorized disclosure or use of the Confidential Information may cause irreparable harm to F4i, and in the event of a breach or threatened breach of this Agreement, F4i shall be entitled, in addition to any other rights and remedies available at law or in equity, to seek injunctive relief without the need to post a bond.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of California.. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of California..

Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Non-Disclosure Agreement as of the Effective Date.

(Signature) Foundation4Innovation: _____

A handwritten signature in blue ink, appearing to read 'MKeller', is written over a horizontal line.

[Name] Marci Keller
[Title] CEO
[Date] March 28, 2024

(SMCOE Teacher/Staff Signature):

[Name] _____
[Title] _____
[Date] _____