

United People of African America, LLC
Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of [6/16/2023 or date denoted below by Receiving Party] (the "Effective Date") by and between [United People of African America, LLC], a Georgia Limited Liability Company, with its principal place of business at [445 Caxton Ct. SW, Atlanta, Ga. 30331] (hereinafter referred to as the "Disclosing Party"), and "student body", including but not limited to any individual "student" of ERG University, whereas "student" is defined as anyone having and using access to ERG University's curriculum whose name will be the undersigned upon agreement to the terms herein this agreement. (The undersigned hereinafter referred to as the "Receiving Party").

WHEREAS, the Disclosing Party possesses certain confidential and proprietary information that it wishes to disclose to the Receiving Party for the purpose of [General Partnership];

WHEREAS, the Disclosing Party desires to protect its confidential and proprietary information from unauthorized disclosure or use by the Receiving Party; and

WHEREAS, the Receiving Party acknowledges its duty to hold the disclosed information in confidence and agrees to be bound by the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Confidential Information

a. The term "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether in writing, orally, electronically, or in any other form, that is designated as confidential or that, under the circumstances surrounding the disclosure, should be treated as confidential. Confidential Information includes, but is not limited to, trade secrets, business plans, financial information, technical data, customer lists, marketing strategies, and any other proprietary or confidential information.

2. Obligations of the Receiving Party

a. The Receiving Party shall maintain the Confidential Information in strict confidence and shall not disclose, reproduce, distribute, or use the Confidential Information for any purpose other than the Purpose specified in this Agreement, without the prior written consent of the Disclosing Party.

b. The Receiving Party shall take all reasonable measures to protect the Confidential Information from unauthorized disclosure or use, and shall use the same degree of care to prevent the unauthorized disclosure or use of the Confidential Information as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care.

c. The Receiving Party shall restrict the disclosure of the Confidential Information solely to its employees, contractors, or agents who have a need to know the Confidential Information for the Purpose and who have been informed of and agreed to abide by the terms of this Agreement.

The Receiving Party shall be responsible for any breach of this Agreement by its employees, contractors, or agents.

3. Exceptions

a. The obligations set forth in this Agreement shall not apply to any Confidential Information that:

- i. was known to the Receiving Party prior to its disclosure by the Disclosing Party;
- ii. is or becomes publicly known through no fault of the Receiving Party;
- iii. is rightfully obtained by the Receiving Party from a third party without any obligation of confidentiality; or
- iv. is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

4. Return of Confidential Information

a. Upon the request of the Disclosing Party or termination of this Agreement, the Receiving Party shall promptly return or destroy all tangible and electronic copies of the Confidential Information, including any notes, summaries, or analyses thereof, and shall certify in writing the destruction or return of such materials.

5. Term and Termination

a. This Agreement shall commence on the Effective Date and shall continue in effect indefinitely, unless terminated earlier by either party upon written notice to the other party.

b. The obligations of confidentiality and non-use under this Agreement shall survive the termination of this Agreement and continue indefinitely.

6. Penalties

If the Disclosing Party discovers any evidence that suggests the breach of this agreement, the Disclosing Party will request the Power of the courts to grant the total amount of damages and liability to include the following:

1. Licensing fee: \$1,000
2. Right to reproduce materials fee: \$2,500
3. Loss of potential earnings in association with ERG membership: \$6,500
4. Damages to brand name and public reputation: (Amount based on claimable damages and subject to the courts discretion.)

7. Governing Law and Jurisdiction

a. This Agreement shall be governed by and construed in accordance with the laws of [Georgia/USA], without regard to its conflict of laws principles.

1. b. Any legal action or proceeding arising out of or relating to this Agreement shall be exclusively brought in the courts of [Fulton County, Georgia/USA], and the parties consent to the personal jurisdiction and venue of such courts.

Entire Agreement

2. a. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations, whether oral or written.

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

[Disclosing Party]

United People of African America, LLC

445 Caxton Ct SW,

Atlanta, Ga 30331

Date: 6/16/2023

C/O: **KARL PENDLETON**

Title: CEO

ATTN: Please download, provide requested information, sign, and return this Agreement to: erguniversity@gmail.com

[Receiving Party]:

Date: _____

Name: _____

Student username: _____

Contact Address: _____

Signature: _____