INTERNATIONAL MUTUAL NON-DISCLOSURE AGREEMENT

Standard Multi-Jurisdictional Framework

Instructions for Use:

1. *Replace bracketed text [like this] with your specific details.*
2. *Fill out Exhibit A (Governing Law & Jurisdiction) carefully based on cross-border legal advice.*
3. *Ensure executed electronic copies are securely archived by both Parties.*

This International Mutual Non-Disclosure Agreement (the "Agreement") is entered into and made effective as of **23-Jul-2026** (the "Effective Date"), by and between the following parties:

Party Details	Party A	Party B
Legal Company Name	**Aspire College Prep LLC**	**G.Pulla Reddy Engineering College**
Jurisdiction & Reg No.	**USA. California**	**India, Andhra Pradesh**

WHEREAS, the Parties desire to engage in discussions regarding a potential business relationship, transaction, or collaboration of mutual interest (the "Purpose"); and

WHEREAS, in connection with the Purpose, either Party (the "Disclosing Party") may disclose to the other Party (the "Receiving Party") certain proprietary, technical, financial, or commercial information that is confidential in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any and all information or data disclosed by or on behalf of the Disclosing Party to the Receiving Party, whether before or after the Effective Date, and whether disclosed orally, visually, in writing, electronically, or in any other tangible or intangible form. Confidential Information includes, without limitation, technical data, trade secrets, research, product plans, source code, software, algorithms, source documents, customer lists, market data, financial documents, business strategies, and the existence and terms of this Agreement.

2. Marking and Identification

To qualify for protection under this Agreement, the Disclosing Party shall endeavor to mark written or tangible information with the legend "Confidential", "Proprietary", or a similar restrictive notice. If disclosure is made orally, visually, or via un-marked electronic means, it shall be treated as Confidential Information if it would be reasonably understood by a professional operating in the relevant industry to be confidential due to its nature or the circumstances of its disclosure.

3. Exclusions from Confidentiality

Confidential Information does not include any information that the Receiving Party can prove by contemporaneous written records:

- is or becomes publicly known through no breach or fault of the Receiving Party;
- was already rightfully in the possession of the Receiving Party without restriction prior to disclosure;
- is rightfully obtained by the Receiving Party from a third party authorized to make such disclosure; or
- is independently developed by employees or agents of the Receiving Party without reference to or reliance upon the Disclosing Party's Confidential Information.

4. Obligations of Non-Disclosure and Non-Use

The Receiving Party covenants and agrees that it shall:

- Hold all Confidential Information in strict confidence and apply at least the same degree of care it uses to protect its own confidential data, but in no event less than a reasonable standard of professional care;
- Use Confidential Information solely and exclusively for the evaluation and execution of the defined Purpose, and for no other commercial or competitive objective;
- Restrict access to Confidential Information exclusively to its directors, officers, employees, advisors, or legal consultants (collectively, "Representatives") who have a strict "need-to-know" for the Purpose, and who are legally bound by confidentiality obligations no less restrictive than those set forth herein.

5. Compelled Legally Mandated Disclosure

If the Receiving Party or any of its Representatives becomes legally compelled (by court order, deposition, subpoena, governmental regulatory authority, or cross-border disclosure demands) to disclose any Confidential Information, the Receiving Party shall, to the extent legally permissible, provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy. The Receiving Party shall cooperate reasonably with the Disclosing Party in such efforts and shall disclose only that portion of the Confidential Information that it is legally obligated to disclose.

6. Term and Duration of Obligations

This Agreement shall commence on the Effective Date and shall remain in effect for a period of [Five (5)] years, unless terminated earlier by either Party providing thirty (30) days' written notice.

Notwithstanding termination, the obligations of confidentiality and non-use under this Agreement shall survive for a period of [Five (5)] years from the date of actual disclosure, except with respect to Trade Secrets, which shall remain protected for as long as such information qualifies as a trade secret under applicable governing law.

7. Intellectual Property and Ownership

All Confidential Information remains the absolute and exclusive property of the Disclosing Party. Nothing in this Agreement shall be construed as granting, explicitly or by implication, any license, patent, copyright, trademark, or other intellectual property right to the Receiving Party. All information is provided on an "AS IS" basis, without any express or implied warranty regarding its accuracy, completeness, or fitness for a particular purpose.

8. Return or Destruction of Materials

Upon written request from the Disclosing Party, or immediately upon the abandonment of the Purpose, the Receiving Party shall, at the Disclosing Party's option, promptly return or securely destroy all originals, copies, extracts, or digital reproductions of the Confidential Information. The Receiving Party shall certify such compliance in writing within fourteen (14) days of destruction. Notwithstanding the foregoing, the Receiving Party may retain copies to the extent required by applicable international law, regulatory body compliance, or automated IT archival/backup systems, subject to continued adherence to this Agreement until secure deletion occurs.

9. Remedies and Injunctive Relief

The Parties acknowledge that any breach or threatened breach of this Agreement may cause irreparable harm for which monetary damages alone would be inadequate. Accordingly, the Disclosing Party shall be entitled to seek equitable relief, including preliminary and permanent injunctions and specific performance, from any court of competent jurisdiction without the necessity of proving actual damages or posting a bond, in addition to any other legal remedies available to it.

10. Multi-Jurisdictional Compliance and Export Control

The Parties acknowledge that Confidential Information may be subject to international export control regulations, including but not limited to the US Export Administration Regulations (EAR), European Union dual-use controls, and the laws of the countries identified in the Party Details. Each Party agrees to strictly comply with all applicable export, import, and cross-border transfer laws and shall not export or re-export any technical data without obtaining all necessary regulatory authorizations.

11. Governing Law and Dispute Resolution

This Agreement, including any contractual or non-contractual disputes arising out of it, shall be governed by, and construed in accordance with, the governing law specified in Exhibit A to this Agreement, without giving effect to any principles of conflicts of law. Any dispute, controversy, or claim arising out of or relating to this contract shall be resolved in accordance with the dispute resolution mechanism designated in Exhibit A.

12. Miscellaneous Provisions

12.1 Severability. If any provision of this Agreement is held by a court or tribunal of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

12.2 Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior discussions, negotiations, or agreements whether written or oral.

12.3 Amendments and Waivers. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless executed in writing by authorized representatives of both Parties.

12.4 Counterparts and Electronic Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Digital and electronic signatures (e.g., DocuSign, Adobe Sign) shall be valid and legally binding.

IN WITNESS WHEREOF, the Parties hereto have caused this International Mutual Non-Disclosure Agreement to be executed by their duly authorized representatives as of the Effective Date.

For and on behalf of:
Aspire College Prep LLC

By: _____
Name: Sanjay Mehta
Title: CEO/Founder
Date: _____

For and on behalf of:
G Pulla Reddy Engineering College

By: _____
Name: Dr. B. Sreenivasa Reddy
Title: Principal
Date: _____

EXHIBIT A
GOVERNING LAW AND DISPUTE RESOLUTION CHOICES

To ensure international predictability and enforceability, please select ONE of the following options by checking the box and completing the required jurisdiction blanks. It is highly recommended that cross-border agreements utilize neutral international arbitration to prevent local home-court advantages.

[x] Option 1: International Arbitration (Recommended for Cross-Border contexts)

Governing Law: The laws of California (USA) State, without regard to conflict of laws principles.

Dispute Resolution: Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Courts in California, USA in accordance with the Arbitration Rules of said institute for the time being in force. The seat of the arbitration shall be California, USA. The language of the arbitration shall be English. The tribunal shall consist of [three (3)] arbitrator(s).

[ ] Option 2: Neutral Jurisdiction Courts

Governing Law: The laws of [e.g., England & Wales / State of New York], without regard to conflict of laws principles.

Dispute Resolution: Each Party irrevocably submits and agrees that the courts of [e.g., London, England / New York County, USA] shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

[ ] Option 3: Reciprocal / Defendant's Jurisdiction

Governing Law & Dispute Resolution: This Agreement and any disputes arising under it shall be governed by, and resolved exclusively within the courts of, the country/state of the responding/defending Party's principal place of business. This establishes a reciprocal format where the party initiating legal action must do so in the home jurisdiction of the other party.