

## **MUTUAL NON-DISCLOSURE AGREEMENT**

The **MUTUAL NON-DISCLOSURE AGREEMENT** is entered at Chennai on **22<sup>nd</sup> day of November 2023**

### **BETWEEN**

**STRATEGIC EDUCATION, INC** registered office at No.2303 Dulles Station Blvd, Herndon, VA 20171, represented by its **Senior Vice President, Marketing and Operations, Ms. Jennifer Towns** hereinafter referred to as the **PARTY OF THE FIRST PART**

### **AND**

**Dr. M.G.R. EDUCATIONAL AND RESEARCH INSTITUTE (Deemed to be University), INDIA**, (Declared U/s 3 of UGC Act, 1956), having its office at Periyar E.V.R. High Road, (NH 4 Highway) Maduravoyal, Chennai - 600 095, Tamil Nadu, India, (www.drmgrdu.ac.in) represented by its **Registrar Prof.Dr.C.B.PALANIVELU** hereinafter referred to as the **PARTY OF THE SECOND PART**

- 1. Purpose of the Agreement.** SEI and Dr. M.G.R. Educational and Research Institute (Deemed to be University) are interested in entering into discussions relating to the evaluation of a potential business relationship. The parties recognize that, in the course of their discussions relating to the potential business relationship, one party may wish to disclose to the other information that the disclosing party considers to be confidential information. Accordingly, the parties wish to set forth their agreement regarding their rights and responsibilities with respect to such information. Alloted
- 2. Confidential Information.** "Confidential Information" means any proprietary or non-public information, including information reasonably understood to be of a sensitive or proprietary nature, provided by or on behalf of one party (the "Disclosing Party") to the other party (the "Receiving Party"), however manifested or communicated, including, without limitation, customer and prospective customer data, education records, financial records, methods, processes, know-how, trade

secrets, products, plans, strategies, research and development, analyses, techniques, software, formulations, data or other proprietary information; provided, however, that "Confidential Information" will not include any information that (a) is or becomes a part of the public domain other than through the act or omission of the Receiving Party, (b) is lawfully in the possession of the Receiving Party prior to its being provided by the Disclosing Party; (c) is lawfully disclosed to the Receiving Party by a third party that does not have an obligation of confidentiality to the Disclosing Party or its agents or representatives; or (d) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information. For purposes of clarity, Confidential Information includes proprietary or non-public information owned by a third party provided by the Disclosing Party to the Receiving Party under this Agreement.

**3. Protection of Confidential Information.** The Receiving Party will protect the confidentiality of Confidential Information with the same degree of care as the Receiving Party uses for its own Confidential Information, but no less than a reasonable degree of care.

**4. Restrictions on Use of Confidential Information.** The Receiving Party may use the Confidential Information of the Disclosing Party solely for the purposes of evaluating the potential business relationship and agrees that it will maintain the confidentiality of Confidential Information and will not use Confidential Information for any other purpose, except as provided herein. In the event SEI education records, as defined in the Family Educational Rights and Privacy Act 34 C.F.R. §99.33(a) ("FERPA"), are disclosed under this Agreement, Dr. M.G.R. Educational and Research Institute (Deemed to be University) shall not disclose such records except as permitted by this Agreement and FERPA. To the extent SEI discloses Confidential Information under this Agreement, Dr. M.G.R. Educational and Research Institute (Deemed to be University) agrees it and its agents shall not purchase or sell securities of SEI or otherwise use such Confidential Information in violation of insider trading laws while in possession of such Confidential Information.

## **5. Exceptions to Restrictions.**

- (A) Nothing contained in this Agreement shall prohibit the Receiving Party from disclosing Confidential Information pursuant to a court order or investigation by a government body; provided, however, that prior to such disclosure, the Receiving Party shall (i) give written notice to the Disclosing Party at least seven (7) days prior to such disclosure (to the extent permissible by law) and reasonably cooperate in any action by the Disclosing Party to challenge the disclosure of the Confidential Information and (ii) limit the scope of such disclosure only to such portion of the Confidential Information that it is legally required to disclose.
- (B) The Receiving Party may disclose Confidential Information only on a need-to-know basis to its affiliates and its and their employees, officers, directors, and representatives, including, without limitation, counsel and consultants (collectively "Representatives"), provided such Representatives are bound by confidentiality obligations at least as restrictive as the obligations set forth in this Agreement. Actions performed by Receiving Party's Representatives shall be deemed to have been performed by the Receiving Party for the purposes of determining whether a breach of this Agreement has occurred, and the Receiving Party is liable for a breach of this Agreement by its Representatives.
- (C) Each party agrees that it will not, and will direct its Representatives not to, disclose to any person other than its Representatives, either the fact that discussions or negotiations are taking place concerning the potential business relationship between the parties, or any of the terms, conditions, or other facts with respect to the potential relationship, including the status thereof, except as may be otherwise required by applicable law, regulation or legal process.

**6. No Obligation to Proceed.** Each party agrees that, unless and until a separate definitive written agreement regarding a business relationship between the parties

has been executed by both parties, neither party will be under any legal obligation of any kind whatsoever with respect to such relationship by virtue of this Agreement except for the matters specifically agreed to herein. Discussions and/or communications between the parties hereto will not serve to impair the right of each party to develop, make, use, procure and/or market products or services now or in the future which may be competitive with those offered by the other party nor require either party to disclose any planning or other information to the other party, provided none of the foregoing activities violate the terms of this Agreement.

- 7. Destruction of Information.** Upon the written request of the Disclosing Party, the Receiving Party shall certify that it has destroyed all tangible and electronic Confidential Information in its possession, including all copies thereof. However, Confidential Information that has been stored on routine back-up media solely for the purpose of disaster recovery will be subject to destruction in due course, provided that such Confidential Information cannot be accessed in the ordinary course of business prior to destruction.
- 8. Notification of Violation.** The Receiving Party will notify the Disclosing Party immediately upon discovery of any unauthorized disclosure or use of Confidential Information or any other breach of this Agreement. The Receiving Party will use all reasonable means to cooperate with the Disclosing Party to regain possession of the Confidential Information and/or prevent further unauthorized use, disclosure, or breach.
- 9. Equitable Remedies.** The parties acknowledge and agree that a breach of the covenants or restrictions set forth herein with respect to Disclosing Party's Confidential Information will cause irreparable damage to the Disclosing Party, the exact amount of which will be difficult to ascertain, and that remedies at law for any such breach will be inadequate. The parties agree that the non-breaching party will be entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity, as a remedy for any

such breach of the provisions of this Agreement, and the parties submit to the personal jurisdiction of any court of competent jurisdiction for such purposes. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees, costs and other expenses.

**10. Term.** The term of this Agreement shall be for three (3) years from the Effective Date, provided, however, each party's obligations under this Agreement with regard to Confidential Information disclosed under this Agreement prior to the date of termination shall survive permanently.

**11. Notice.** All notices hereunder shall be personally delivered to or mailed by registered or certified mail to the parties at the following addresses:

If to the  
Dr. M.G.R. Educational and Research  
Institute  
(Deemed to be University):

Prof.Dr.C.B. Palanivelu  
Registrar  
Dr.M.G.R. Educational and Research Institute,  
(Deemed to be University)  
Periyar E.V.R High Road,  
Maduravoyal, Chennai – 600 095

If to SEI:

Strategic Education, Inc.  
2303 Dulles Station Blvd  
Herndon, VA 20171  
Attn: General Counsel

**12. Miscellaneous.** All Confidential Information is and remains the property of the Disclosing Party. Nothing in this Agreement, nor any act or omission in compliance with or enforcement of this Agreement, shall be construed to grant any rights in or licenses under the Confidential Information. Nothing in this Agreement shall be construed as a warranty or representation of any kind with respect to the content or accuracy of any Confidential Information or as to the non-infringement of third party proprietary rights with respect thereto. No waiver of any term or condition or of any breach of this Agreement shall be deemed a waiver of other provisions or conditions. SEI may assign this Agreement to an affiliate Dr. M.G.R. Educational and Research

Institute (Deemed to be University) without the Dr. M.G.R. Educational and Research Institute (Deemed to be University)'s consent, provided SEI provides reasonable notice to Dr. M.G.R. Educational and Research Institute (Deemed to be University). Otherwise, neither party may assign this Agreement, whether by operation of law, merger, or otherwise, without the other party's written consent.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the principles of conflicts of law thereof. This Agreement contains the entire and only agreement between the parties relating to the subject matter hereof and supersedes and merges herein any prior promises, agreements or understandings between the parties with respect to the subject matter hereof. All modifications to this Agreement must be in writing, signed by both parties.

This Agreement may be signed in one or more counterparts, each of which is considered an original, but all of which together will constitute one and the same instrument, and will become effective and binding upon the parties as of the Effective Date.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed by them on the date, month and year set out above.

*C. B. Palanivelu*

*Jennifer Towns*

**Prof.Dr.C.B.PALANIVELU  
REGISTRAR  
Dr.M.G.R. EDUCATIONAL AND  
RESEARCH INSTITUTE  
(Deemed to be University)  
PARTY OF THE SECOND PART**

**Ms. Jennifer Towns  
SENIOR VICE PRESIDENT  
STRATEGIC EDUCATION, INC.  
2303 Dulles Station Blvd.  
HERNDON, VA 20171  
PARTY OF THE FIRST PART**

Date: 12/1/2023

Date: 11/21/2023

**APPROVED**  
By SEI Legal at 11:51 am, Nov 21, 2023

**WITNESSESS:-**

**1.**

**2.**

**WITNESSESS:-**

**1.**

**2.**