

Construction Trades License Training Corp. ("CTLTC")
535 8th Ave, Floor 17, New York, NY10018

- I. **Purpose:** This policy outlines the principles and procedures for safeguarding and managing the Confidential information and intellectual property of CTLTC, and to ensure that all parties who interact with CTLTC understand and adhere to their obligations regarding such information.
- II. **Definition of Confidential Information:** Confidential Information includes, but is not limited to, any and all documents, records, information, and data (whether verbal, electronic, or written), drawings, models, apparatus, sketches, designs, schedules, technical procedures, analyses, compilations, studies, specifications, videos, recordings, and other business information relating to CTLTC's business, assets, operations, or contracts, whether created by CTLTC or its agents (including volunteer instructors), regardless of whether such information is expressly designated as confidential or proprietary. This includes any analyses, compilations, work product, studies, and other data or material prepared by or in the possession or control of any party, which contain, include, refer to, or otherwise reflect or are generated from, for, or by CTLTC's. Confidential Information may be provided in written, oral, electronic, or other form.
- III. **Ownership of Confidential Information:** All Confidential Information disclosed to any party by CTLTC shall remain the property of CTLTC.
- IV. **Obligations of Confidentiality and Non-Use:** All parties receiving Confidential Information from CTLTC shall maintain it in strict confidence indefinitely. Confidential Information shall not be disclosed to any third party or used for any party's benefit, except as expressly authorized by CTLTC. Recipients of Confidential Information shall exercise at least the same degree of care to protect it as they do with their own confidential information, using no less than a reasonable degree of care. Access to Confidential Information shall be limited to those personnel, agents, and representatives who have a legitimate "need to know" for the purpose of fulfilling obligations to CTLTC. Recipients will make sure that anyone they allow to view the confidential information will abide by the terms of this policy.
- V. **Exclusions from Confidential Information:** Information is not considered Confidential Information if:
 - A. It was already known and documented by the recipient prior to disclosure by CTLTC.
 - B. It becomes publicly known through no wrongful act of the recipient.
 - C. It is rightfully received from a third party without confidentiality restrictions.
 - D. It is approved for release in writing by CTLTC.
- VI. **Disclosures Required by Law:** If a party is legally required to disclose Confidential Information, they must provide prompt notice to CTLTC to allow CTLTC to seek a protective order.

- VII. **No Public Comment:** No party shall make any public comment, statement, or communication regarding Confidential Information or any related matters without the prior written consent of CTLTC.
- VIII. **Notice of Unauthorized Use or Disclosure:** Parties must immediately notify CTLTC upon discovering any unauthorized use or disclosure of Confidential Information.
- IX. **Return or Destruction of Confidential Information:** Upon CTLTC's written request, all Confidential Information (including copies and summaries) must be promptly returned or certified as destroyed.
- X. **No License:** This policy does not grant any rights or licenses to Confidential Information, including rights under patents, copyrights, trademarks, or trade secrets.
- XI. **Indemnification:** Any party that breaches this policy will be responsible to indemnify CTLTC for any damages that result from the breach.
- XII. **Injunctive Relief:** CTLTC is entitled to seek injunctive relief to prevent unauthorized use or disclosure of Confidential Information.
- XIII. **Governing Law:** This policy is governed by the laws of the State of New York.
- XIV. **Binding Agreement:** This policy is binding upon all parties who receive confidential information from CTLTC.