

COCKFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into on September 16, 2023 by and between:

The Sophomores, hereinafter referred to as the "Disclosing Party,"

and

Alex Gertner, hereinafter referred to as the "Recipient."

WHEREAS, the Disclosing Party may disclose certain confidential information to the Recipient in connection with the Sophomore Class;

WHEREAS, the Disclosing Party wishes to ensure that the confidential information is not disclosed beyond The Williams College Men's Swimming and Diving Team (WMSD); and

WHEREAS, the Recipient agrees to maintain the confidentiality of such information.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, it is agreed as follows:

1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Recipient, regardless of the form of disclosure (oral, written, electronic, or otherwise), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include the Scouting Report, its accompanying Google Form, and any orally transmitted lore.

2. Non-Disclosure Obligation

The Recipient agrees to maintain the confidentiality of all Confidential Information received from the Disclosing Party and to use the Confidential Information solely for the purpose for which it was disclosed. The Recipient shall not disclose, directly or indirectly, any Confidential Information to any third party outside of WMSD or use it for any purpose other than as contemplated by this Agreement without the prior written consent of the Disclosing Party.

3. Consequences of Breach

The Recipient acknowledges that any unauthorized disclosure or use of Confidential Information may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, specific performance, or any other equitable remedy available under the law, without the necessity of posting a bond or proving actual damages.

4. Entire Agreement

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

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Agreement as of the date first above written.

Disclosing Party: The Sophomores



Recipient: Alex Gertner

Signature: *Alex Gertner*

Printed Name: Alex Gertner

Date: Wed 10 Sept 2025

****RETURN A YOUR SIGNED CONTRACT TO A SOPHOMORE. ONCE ALL HAVE BEEN RECEIVED, FURTHER MATERIALS WILL BE DISTRIBUTED.****