

A close-up photograph of a person in a dark suit and light purple shirt, holding a silver pen over a white document. The person's hands are the central focus, with the pen held horizontally. The background is slightly blurred, showing more of the person's suit and the document. The overall scene suggests a professional or legal setting.

NON-DISCLOSURE AGREEMENT

EC-Council

EC-Council Non-Disclosure Agreement

EC-Council ("Disclosing Party") intends to make available or have made available to you ("Receiving Party") certain proprietary and confidential information including but not limited to exam items in connection with EC-Council certification ("Purpose"), in accordance with the terms of this Confidentiality and Non-Disclosure Agreement ("Agreement"). Such information so provided to the Receiving Party whether provided before or after the date hereof and whether written or oral, together with all manuals, documents, memoranda, notes, analyses, forecasts and other materials prepared by Receiving Party or any of its affiliates or Representatives which contain or reflect, or are generated from, such information shall be collectively referred to herein as the "Confidential Information." The parties now agree as set forth below.

Receiving Party shall hold Disclosing Party's Confidential Information in strict confidence and shall not disclose such Confidential Information to any third party or use it for any purpose other than to further the Purpose. Receiving Party further agrees not to disclose that they have received Confidential Information without the prior written consent of Disclosing Party.

Disclosing Party shall be deemed the owner of all Confidential Information, including all patent, copyright, trademark and other proprietary rights and interests therein. Receiving Party acknowledges and agrees that nothing contained in this Agreement shall be construed as (i) granting any rights in or to any Confidential Information or (ii) obligating either party to enter into an agreement regarding the Confidential Information, unless otherwise agreed to in writing.

CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" AND DISCLOSING PARTY MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING CONFIDENTIAL INFORMATION, INCLUDING AS TO ITS ACCURACY. DISCLOSING PARTY ACCEPTS NO RESPONSIBILITY FOR ANY EXPENSES, LOSSES OR ACTION INCURRED OR UNDERTAKEN BY RECEIVING PARTY AS A RESULT OF RECEIVING PARTY'S RECEIPT OR USE OF ANY INFORMATION PROVIDED HEREUNDER.

Any Confidential Information disclosed hereunder and any copies thereof (including, without limitation, all documents, memoranda, notes, analyses, forecasts and other materials prepared by the Receiving Party or its affiliates or Representatives, and all electronically stored copies) will be returned or destroyed.

All Confidential Information shall continue to be subject to the terms of this Agreement until three years from the disclosure thereof. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to its conflict of law principles.

This Agreement may not be modified except by writing by Disclosing Party. If any provision of this Agreement or any portion thereof shall be held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect, and the affected provisions or portion thereof shall be replaced by a mutually acceptable provision, which comes closest to the economic effect and intention of the parties hereto. This Agreement may be executed in counterparts, all of which shall constitute one agreement.

DO NOT attempt an EC-Council certification exam unless you have read, understood and accepted the terms and conditions in full. By attempting an exam, you signify the acceptance of those terms. Please note that in the event that you do not accept the terms and conditions of the Agreement, you are not authorized by EC-Council to attempt any of its certification exams. EC-Council reserves the right to revoke your certification status, publish the infraction, and/or take the necessary legal action against you, if you fail to comply with the above terms and conditions.