

A close-up photograph of a person's hands in a dark suit and light purple shirt. The person is holding a silver pen over a white document. The background is blurred, showing more of the person and the document. The text "NON-DISCLOSURE AGREEMENT" is overlaid in the center.

NON-DISCLOSURE AGREEMENT

EC-Council

EC-Council Non-Disclosure Agreement

EC-Council and/or its Affiliate (“Disclosing Party”) intends to make available or have made available to you (“Receiving Party” or “You”) certain proprietary and confidential information including but not limited to exam items, materials, any notes or calculations, questions, exam methodologies, exam content and/or exam standards (together referred to as “Exam Materials”) in connection with EC-Council certification (“Purpose”), in accordance with the terms of this Confidentiality and Non-Disclosure Agreement (“Agreement”). Disclosing Party either on its own or via its appointed representative spends substantial sums of time and money in developing and administering its Exam Materials which are the Intellectual Property of EC-Council. Such information related to Exam Materials so provided to You 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 are strictly confidential and prohibited to be produced in any form whether written or oral, in any medium whether now known or to be developed later, in English or in any language, whatsoever, which contain or reflect, or are generated from, such Exam Material shall be collectively referred to herein as the “Confidential Information.” For the purpose of clarity, “Affiliate” shall mean with respect to EC-Council at a given time, any entity whether incorporated or not, which is either controlled by or under common control with, or controls, the other entity, either directly or indirectly.

The Receiving Party now agrees as set forth below.

You 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. You further agree not to create or engage in activities, either alone or jointly with others for the purpose of publishing any brain dump and/or any other unauthorized material that contains Exam Materials and any portion of the Confidential Information without the prior written consent of Disclosing Party. Further, You shall not copy or attempt to make copies (written, photocopied, or otherwise) of any Exam Material, including, without limitation, any exam questions or answers.

The Exam Materials including any questions and answers of the Exam are the exclusive and confidential property of the Disclosing Party and are protected by Disclosing Party’s intellectual property rights, including but not limited to all patent, copyright, trademark, design and other proprietary rights and interests therein. You acknowledge and agree that nothing contained in this Agreement shall be construed as (i) granting any rights or license (either expressly or impliedly) 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. Neither this Agreement nor any right granted hereunder shall be assignable or otherwise transferable by You.

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 YOU AS A RESULT OF YOUR 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 Disclosing Party, and all electronically stored copies or physically stored) will be returned or destroyed.

Your obligations under this Agreement shall survive the termination of the Agreement.

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.

You hereby acknowledge and agree that violation of any of these provisions will cause irreparable harm to the Disclosing Party for which monetary remedies may be inadequate, and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to take all appropriate actions to remedy or prevent such disclosure or misuse, including obtaining an immediate injunction.

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.