

NDA-CLIENT TEST

January 14, 2025

THIS AGREEMENT

is made and entered into as of January 14, 2025, by and between behrooz evans, with offices located at [Address pending] ("Service Provider"), and Client test, with offices located at [Address pending] ("Client").

****NON-DISCLOSURE AGREEMENT****

This Non-Disclosure Agreement ("Agreement") is entered into as of [Date] by and between [Your Company Name], a [Your Company Type, e.g., Corporation] organized and existing under the laws of [Your State/Country], with its principal office located at [Your Address] ("Disclosing Party"), and [Client Test's Company Name], a [Client Test's Company Type, e.g., Corporation] organized and existing under the laws of [Client Test's State/Country], with its principal office located at [Client Test's Address] ("Receiving Party").

****WHEREAS****, the Disclosing Party agrees to disclose certain confidential and proprietary information ("Confidential Information") to the Receiving Party for the purpose of [describe purpose, e.g., evaluating a potential business relationship between the parties].

****NOW, THEREFORE****, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Confidential Information Definition**

1.1 "Confidential Information" includes all written, electronic, or oral information that the Disclosing Party provides to the Receiving Party, including but not limited to business plans, strategies, financial information, and other proprietary information.

1.2 Confidential Information does not include information that is publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party, or information that is disclosed to the Receiving Party by a third party legally entitled to make such disclosure.

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2. Scope of Confidentiality**

2.1 The Receiving Party agrees to:

- a. Maintain the Confidential Information in strict confidence;
- b. Not disclose the Confidential Information to any third parties without the prior written consent of the Disclosing Party;
- c. Use the Confidential Information solely in order to evaluate or pursue the aforementioned business relationship.

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3. Exclusions from Confidentiality**

3.1 The obligations set forth in Section 2 shall not apply to information that:

- a. Is or becomes publicly known through no breach of this Agreement by the Receiving Party;
- b. Is received from a third party without breach of any obligation of confidentiality;
- c. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

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4. Term and Termination**

4.1 This Agreement shall commence on the date first above written and shall continue in effect until the Confidential Information no longer qualifies as confidential or until terminated by either party with thirty (30) days written notice to the other party.

4.2 Upon termination of this Agreement, the Receiving Party agrees to cease all use of the Confidential Information and destroy or return all materials containing Confidential Information.

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5. Return of Confidential Information**

5.1 Upon termination of this Agreement, or upon the Disclosing Party's written request, the Receiving Party shall promptly return or destroy all copies of Confidential Information received from the Disclosing Party, at the discretion of the Disclosing Party.

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6. Remedies**

6.1 The Receiving Party acknowledges that any violation or threatened violation of this Agreement may cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief in addition to all legal remedies.

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7. Miscellaneous Provisions**

7.1 This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

7.2 This Agreement may be amended only by a written agreement executed by authorized representatives of both parties.

7.3 This Agreement shall be governed by and construed in accordance with the laws of the State/Country of [Your State/Country], without regard to its conflict of laws rules.

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

[Your Company Name]

By: _____

Name:

Title:

[Client Test's Company Name]

By: _____

Name:

Title:

[Date]

FOR AND ON BEHALF OF THE FIRST PARTY: FOR AND ON BEHALF OF THE SECOND PARTY:

Name:

Title:

Date:

Name:

Title:

Date: