



NON-DISCLOSURE AGREEMENT

EasyTech Solutions – NDA & CONFIDENTIALITY AGREEMENT

1. The Parties:

This is an agreement between [Insert Client Name] (hereinafter referred to as "The Client") and *EasyTech Solutions*, also referred to as "<https://kodekeep.com/>" (hereinafter referred to as *EasyTech Solutions*), concerning the confidentiality of information relating to the company. References in this agreement to "The Client" include all subsidiaries, affiliated companies, associated companies, and holding companies together with all successors and assigns.

2. Proposed Association Of The Parties:

The Client wishes to engage, employ, or contract with *EasyTech Solutions* or enter into discussions in anticipation of such engagement or contract. The Client agrees that the standard prices published on <https://kodekeep.com/> and other materials owned by *EasyTech Solutions* cannot be availed unless explicitly quoted.

3. Recognition of a Compelling Need For Confidentiality:

EasyTech Solutions acknowledges that The Client has a compelling need to maintain confidentiality and recognizes that the discussions or agreements will place both parties in a position of trust regarding access to confidential information.

4. Consideration:

As a precondition for discussions, employment, or contract with The Client, *EasyTech Solutions* agrees to uphold confidentiality as detailed in this agreement.

5. Commitments of Both Parties:

The Client and *EasyTech Solutions* mutually agree to:

- Work in good faith to explore business opportunities as defined within this Agreement.
- Exchange ideas and technical information as appropriate, while ensuring confidentiality.

6. Notification of Requests:

EasyTech Solutions will notify The Client immediately if any third party seeks access to The Client's confidential information and will assist in legal action as required, provided The Client bears reasonable attorney and other costs.

7. Assignment of Interest:

EasyTech Solutions assigns to The Client all rights, royalties, or value derived from any disclosure or misuse of confidential information in violation of this agreement.

8. Purpose of Exchange:

Both parties aim to establish a potential business relationship regarding IT and IT-related services. Confidential information disclosed during these discussions shall be protected as per this agreement.

9. Definition of Confidential Information:

“Confidential Information” includes but is not limited to trade secrets, strategies, technical data, business plans, client lists, pricing, and other proprietary information, whether written, oral, or electronic, as disclosed by either party.

10. Non-Disclosure Obligations:

The Receiving Party agrees not to disclose the Confidential Information to any third party or use it for purposes outside the scope of this agreement without prior written consent from the Disclosing Party.

11. Liability for Affiliates and Representatives:

Both parties are responsible for ensuring their representatives, affiliates, and employees adhere to this agreement.

12. Return or Destruction of Information:

Upon request, all confidential materials must be returned or destroyed, with one archival copy retained only for determining compliance with obligations.

13. Dispute Resolution:

Any disputes arising out of this agreement shall be resolved amicably or through arbitration under the Arbitration Act, with proceedings conducted in English/Hindi in Basti, UP, India.

14. Non-Solicitation Clause:

Neither party will solicit or hire employees, contractors, or partners of the other party during the term of this agreement and for five (5) years thereafter.

15. Marketing and Portfolio Rights:

The Client agrees that *EasyTech Solutions* may display the Client’s name, logo, and project details (excluding confidential information) in its marketing portfolio and materials.

IN WITNESS WHEREOF, the parties execute this agreement as of the date first written.

For EasyTech Solutions:

Address: Durgapuri Colony, Chhota Bharwara, Chinchhat,
Lucknow, Uttar Pradesh, 227105

Signature: _____
Name: _____
Title: _____
Date: _____

For [Insert Client Name]:

Address: [Insert Client Address]
Signature: _____
Name: _____
Title: _____
Date: _____