

Client Confidentiality Agreement (NDA)

This Confidentiality Agreement (the "Agreement") is between Ardykay, an AI consulting business based in Frisco, Texas ("Ardykay," "we," or "us"), and the client named below (the "Client" or "you"). It starts on the date both sides sign it.

1. Why we have this agreement

Ardykay helps you set up and support an AI assistant for your business. To do that, we may see or learn things about your company. This Agreement explains how we protect that information.

2. What counts as Confidential Information

Confidential Information means any information about you or your business that we see, receive, or learn while working with you, in any form. This includes emails, calendars, files, customer and employee details, prices, quotes, financial information, business methods, plans, passwords or access details, and anything you mark or tell us is confidential. It also includes notes, summaries, and other materials we create from that information.

3. How we will use it

We will use your Confidential Information only to set up, test, support, and improve your AI assistant and related work you ask us to do. We will not use it for any other purpose.

4. We keep it private

We will keep your Confidential Information secret and protect it with at least the same care we use for our own private information, and never less than reasonable care. We will not sell, rent, publish, or share it with anyone, except as this Agreement allows.

5. Who can access it

We will limit access to the people working on your project who need it to do that work. Anyone who gets access must be bound by confidentiality duties at least as strong as these. We are responsible if they break them.

6. Returning or deleting your information

When you ask, or when our work together ends, we will return or delete your Confidential Information, including copies, within 30 days. If you ask, we will confirm in writing that this was done. If the law requires us to keep any of it, we will keep protecting it under this Agreement for as long as we keep it.

7. If something goes wrong

If we learn that your Confidential Information was lost, stolen, or seen or used by someone without permission, we will tell you promptly, and within 72 hours of finding out. We will explain what we know, take reasonable steps to limit the harm, and work with you to fix the problem.

8. What this agreement does not cover

Confidential Information does not include information that: (a) is already public, or becomes public through no fault of ours; (b) we already knew without a duty of confidentiality before you shared it, as shown by our records; (c) we receive lawfully from someone else who is free to share it; or (d) we create on our own without using your information. If a court or the law requires us to share any of your information, we will tell you first (if the law allows) so you can try to protect it, and we will share only

what is required.

9. How long it lasts

This Agreement covers our whole engagement and lasts for 3 years after the engagement ends. Any information that is a trade secret will stay protected for as long as it remains a trade secret under the law. Our duties to return or delete information continue until they are done.

10. Your information stays yours

You keep all rights to your Confidential Information. This Agreement does not give us any ownership or license to it, other than the limited use described in Section 3.

11. Remedies

If we break this Agreement, you may suffer harm that money alone cannot fix. So, in addition to any other rights you have, you may ask a court to order us to stop.

12. Texas law

This Agreement is governed by the laws of the State of Texas. Any dispute will be handled in the state or federal courts located in Collin County, Texas.

13. Other terms

This is the full agreement between us about confidentiality, and it can only be changed in writing signed by both sides. If any part is found unenforceable, the rest still applies. Signatures may be electronic, and the Agreement may be signed in separate copies.

Signatures

Client

Company name: _____

Signed by: _____

Printed name and title: _____

Date: _____

Ardykay

Signed by: _____

Printed name and title: Robert Krebsbach, Owner

Date: _____