

# Consultant Non-Disclosure Agreement

This Consultant Non-Disclosure Agreement ("Agreement") is made and entered into as of  by and between  ("Company") and  ("Consultant").

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" includes all written, electronic, or oral information that the Company provides to the Consultant.

## 2. Obligations of the Consultant

- The Consultant agrees to keep all Confidential Information strictly confidential.
- The Consultant will not disclose Confidential Information to any third party without prior written consent from the Company.
- The Consultant will use the Confidential Information only for providing consulting services to the Company.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of the Consultant;
- Was in the Consultant's possession before disclosure by the Company;
- Is received from a third party not under an obligation of confidentiality;
- Is independently developed by the Consultant without use of the Confidential Information.

## 4. Term

This Agreement and the Consultant's duty to hold the Confidential Information in confidence will remain in effect for  years from the date of disclosure.

## 5. Return of Materials

Upon termination of this Agreement, Consultant agrees to return or destroy all Confidential Information.

## 6. Governing Law

This Agreement shall be governed in accordance with the laws of .

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

Company Signature:

Date:

Consultant Signature:

Date: