

# Consultant Confidentiality Agreement

This Consultant Confidentiality Agreement ("Agreement") is entered into by and between:

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Consultant Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

(Collectively referred to as the "Parties")

## 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means any data, material, or information, oral or written, disclosed by Company to Consultant, which is not generally available to the public.

## 2. Obligations of Consultant

1. Consultant agrees to keep all Confidential Information in strict confidence.
2. Consultant shall not disclose any Confidential Information to any third party without prior written consent from the Company.
3. Consultant shall use Confidential Information solely for the purpose of performing services for the Company.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no fault of Consultant;
- Is already rightfully in Consultant's possession;
- Is independently developed by Consultant without use of Company's Confidential Information;
- Is required to be disclosed by law or regulation.

## 4. Term

This Agreement and Consultant's duty to hold Confidential Information in confidence remain in effect for a period of \_\_\_\_ years from the date below.

## 5. Return of Materials

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

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of

\_\_\_\_\_.

## 7. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding confidentiality and

supersedes all prior discussions or agreements.

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Company Representative Signature

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Date

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Consultant Signature

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Date