

Non-Disclosure Consulting Agreement

This Non-Disclosure Consulting Agreement ("Agreement") is made and entered into as of _____, 20____ ("Effective Date"), by and between:

- **Company:** _____, with its principal place of business at _____, and
- **Consultant:** _____, with its principal address at _____.

1. Purpose

The Company desires to engage Consultant for certain consulting services, during which Consultant may have access to confidential and proprietary information. The parties agree to the terms set forth in this Agreement to protect such information.

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by the Company, whether verbal, written, digital, or otherwise, including but not limited to business plans, financial information, trade secrets, technical data, and customer information.

3. Obligations of Consultant

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

4. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available not due to Consultant's violation of this Agreement;
- Is rightfully received by Consultant from a third party without restriction;
- Is independently developed by Consultant without use of the Company's Confidential Information.

5. Term

This Agreement shall commence on the Effective Date and continue for a period of _____ months/years, unless earlier terminated by either party with written notice.

6. Return of Materials

Upon termination of this Agreement or upon request, Consultant shall promptly return or destroy all Confidential Information and materials.

7. Governing Law

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

8. Entire Agreement

This Agreement contains the entire understanding of the parties relating to the subject matter and supersedes all prior discussions or agreements.

Company Authorized Signature
Date: _____

Consultant Signature
Date: _____