

INDEPENDENT CONTRACTOR NON-DISCLOSURE AGREEMENT

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

Disclosing Party: _____

Address: _____

Contractor/Receiving Party: _____

Address: _____

1. Definition of Confidential Information

"Confidential Information" means any data or information, oral or written, disclosed by the Disclosing Party to the Contractor that is not generally known to the public and that the Contractor understands is proprietary.

2. Obligations of Contractor

- To keep all Confidential Information strictly confidential and not disclose it to any third party.
- To use the Confidential Information solely for performing the services for the Disclosing Party.
- To take reasonable precautions to protect the confidentiality of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Contractor;
- Is lawfully received from a third party without breach of any obligation of confidentiality;
- Is independently developed by the Contractor without use of Confidential Information;
- Is required to be disclosed by law or court order.

4. Term

This Agreement shall continue in effect for a period of _____ years from the Effective Date or until terminated in writing by either party.

5. Return of Materials

Upon termination of this Agreement or upon request, Contractor shall 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. Signatures

By signing below, the parties hereto have executed this Independent Contractor Non-Disclosure Agreement as of the Effective Date.

Disclosing Party Signature

Printed Name & Title

Date

Contractor Signature

Printed Name & Title

Date