

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 _____ ("Company"),

and

Consultant: _____, with an address at _____ ("Consultant").

1. Purpose

Company desires to engage Consultant to perform certain consulting services, and in connection with such services, confidential and proprietary information may be disclosed.

2. Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by the Company to the Consultant, whether orally, visually, or in writing, that is designated as confidential or would reasonably be understood as confidential under the circumstances.

3. Obligations of Consultant

- Consultant will use Confidential Information solely for the purpose of providing services to the Company.
- Consultant shall not disclose Confidential Information to any third party without the prior written consent of the Company.
- Consultant will take reasonable steps to protect the confidentiality of the Confidential Information.

4. Exclusions

Confidential Information does not include information that: (a) is or becomes public knowledge through no fault of Consultant; (b) is already known to Consultant without obligation of confidentiality; (c) is independently developed by Consultant; or (d) is required to be disclosed by law or court order.

5. Term

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

6. Return of Materials

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

7. No License

Nothing in this Agreement grants Consultant any rights in or to the Company's Confidential Information except as expressly set forth herein.

8. Miscellaneous

- This Agreement contains the entire agreement between the parties and supersedes all prior agreements or understandings.
- This Agreement shall be governed by the laws of the State of _____.

- Any amendments must be in writing and signed by both parties.

Company Representative Signature

Date: _____

Consultant Signature

Date: _____