

# Comprehensive Non-Disclosure Agreement For Contract Workers

This Comprehensive Non-Disclosure Agreement ("Agreement") is entered into as of \_\_\_\_\_ (date), by and between:

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

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

and

**Contract Worker:** \_\_\_\_\_

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

## 1. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" shall mean any data or information, oral or written, disclosed by the Company to the Contract Worker that is not generally known to the public, including but not limited to: business strategies, financial data, customer lists, pricing information, designs, processes, trade secrets, inventions, and technical specifications.

## 2. Obligations of Contract Worker

- To safeguard and maintain the confidentiality of the Confidential Information.
- Not to disclose any Confidential Information to any third party without the prior written consent of the Company.
- Not to use the Confidential Information for any purpose except as required to fulfill their contractual obligations.
- To take all reasonable precautions to prevent unauthorized disclosure of Confidential Information.

## 3. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Contract Worker;
- Is in the possession of the Contract Worker prior to disclosure by the Company, as demonstrated by written evidence;
- Is independently developed by the Contract Worker without use of the Company's Confidential Information;
- Is obtained from a third party who is not under an obligation of confidentiality.

## 4. Return of Materials

Upon termination of the contract or upon request by the Company, the Contract Worker shall promptly return or destroy all materials containing Confidential Information and certify in writing that such materials have been destroyed.

## 5. Term

This Agreement shall remain in effect for a period of \_\_\_\_\_ years from the date of signing, and all confidentiality obligations shall survive the termination of this Agreement for such period.

## 6. Remedies

The Contract Worker acknowledges that any unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Company and that monetary damages may be insufficient. The Company shall be entitled to seek injunctive relief, in addition to any other remedies available at law.

## 7. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State/Province of \_\_\_\_\_.

## 8. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, and representations.

\_\_\_\_\_  
Company Representative Signature  
Date: \_\_\_\_\_

\_\_\_\_\_  
Contract Worker Signature  
Date: \_\_\_\_\_