

Limited Scope Contractor Nondisclosure Agreement

This Limited Scope Contractor Nondisclosure Agreement ("Agreement") is entered into as of _____, 20____, by and between _____ ("Disclosing Party") and _____ ("Contractor").

1. Definition of Confidential Information

"Confidential Information" means any written, electronic, or oral information disclosed by Disclosing Party to Contractor in connection with the Contractor's limited scope work, including but not limited to: business processes, client lists, financial data, technical information, and trade secrets, except information that (a) is publicly available through no fault of Contractor; (b) was known to Contractor before disclosure; or (c) is rightfully obtained from third parties not bound by confidentiality.

2. Obligations of Contractor

- Contractor shall not disclose Confidential Information to any third party without prior written consent of Disclosing Party.
- Contractor shall use Confidential Information solely to perform specified work for Disclosing Party.
- Contractor shall exercise reasonable care to protect the confidentiality of such information.

3. Limited Scope

This Agreement and Contractor's obligations hereunder are limited to the project or work scope defined as: _____.

4. Return of Materials

Upon completion of Contractor's work, or upon Disclosing Party's request, Contractor shall return or destroy all Confidential Information and related materials.

5. Term

This Agreement shall remain in effect for a period of _____ years from the date of signature.

6. Miscellaneous

- This Agreement constitutes the entire understanding between the parties regarding Confidential Information.
- Any amendment must be in writing and signed by both parties.
- This Agreement shall be governed by the laws of _____.

Disclosing Party

Name: _____

Signature: _____

Date: _____

Contractor

Name: _____

Signature: _____

Date: _____