

Non-Disclosure Agreement (NDA)

for Independent Contractors

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ / _____ / _____, by and between:

- **Disclosing Party:** _____
- **Receiving Party (Contractor):** _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all non-public, proprietary, or confidential information disclosed in any form whether written, electronic, or oral, to the Contractor by the Disclosing Party.

2. Exclusions

Confidential Information does not include information that:

- Is or becomes publicly known through no breach of this Agreement;
- Is received from a third party without breach of any obligation;
- Is independently developed by the Contractor without use of Confidential Information; or
- Is disclosed by law or court order.

3. Obligations

The Contractor agrees to:

- Maintain the confidentiality of the Confidential Information;
- Not disclose Confidential Information to anyone except as required for work purposes and with written consent;
- Use the Confidential Information only for the purpose of fulfilling contractual obligations;
- Return or destroy all Confidential Information upon termination or request.

4. Term

This Agreement shall commence on the date above and remain in effect for _____ years from that date, or until the Confidential Information no longer qualifies as confidential.

5. Remedies

The Disclosing Party may seek all remedies available at law or equity in the event of a breach.

6. Miscellaneous

This Agreement constitutes the entire agreement between the parties with respect to the subject matter.

Amendments must be in writing and signed by both parties.

Disclosing Party

Date: _____

Independent Contractor

Date: _____