Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is made and entered into as of [Date] by and between:

Consultant: [Consultant Name], with principal address at [Consultant Address]
Client: [Client Name], with principal address at [Client Address]

Collectively referred to herein as the "Parties."

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all written, electronic, or oral information that the Client provides to the Consultant and that is designated as confidential or that reasonably should be understood to be confidential, including but not limited to business strategies, customer data, financial information, technical data, and other proprietary information.

2. Obligations of Consultant

- The Consultant shall not disclose any Confidential Information to any third party without prior written consent from the Client.
- The Consultant shall use the Confidential Information solely for the purpose of providing consulting services to the Client.
- The Consultant shall take reasonable measures to protect the confidentiality of the Confidential Information.

3. Exclusions

Confidential Information does not include information that:

1. Is or becomes publicly known through no breach of this Agreement by the Consultant;
2. Is received from a third party without breach of any obligation of confidentiality;
3. Is independently developed by the Consultant without use of the Client's Confidential Information.

4. Term

This Agreement shall be effective as of the date first written above and shall remain in effect for [Specify Duration, e.g., two (2) years] after the termination of consulting services unless otherwise agreed in writing.

5. Return of Materials

Upon termination or expiration of this Agreement, or upon the Client's written request, the Consultant shall promptly return or destroy all Confidential Information in their possession.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of [State/Country].

7. Signatures

Consultant:

_____

Name: [Consultant Name]

Date: _____

Client:

_____
Name: [Client Name]

Date: _____