

# Confidentiality Agreement (Consultant)

This Confidentiality Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between:

- **Company:** \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Company")
- **Consultant:** \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Consultant")

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any non-public, confidential, or proprietary information, whether written, oral, or electronic, disclosed by the Company to the Consultant, including but not limited to business plans, financial information, technology, trade secrets, customer data, and strategies.

## 2. Obligations of Consultant

1. The Consultant agrees to use Confidential Information solely for the purpose of providing consulting services for the Company.
2. The Consultant shall not disclose Confidential Information to any third party without the prior written consent of the Company.
3. The Consultant shall exercise reasonable care to protect the confidentiality of Confidential Information.

## 3. Exclusions

Confidential Information does not include information that (a) is or becomes publicly available without breach of this Agreement; (b) is received from a third party without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without reference to the Confidential Information; or (d) is disclosed pursuant to law or court order.

## 4. Return of Information

Upon request by the Company, or upon termination of this Agreement, the Consultant shall promptly return or destroy all Confidential Information, including copies thereof.

## 5. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of \_\_\_\_\_ years, or until terminated in writing by either party, whichever is later.

## 6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State/Province of \_\_\_\_\_, without regard to its conflict of laws principles.

## 7. Entire Agreement

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

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Company Representative

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Date: \_\_\_\_\_

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Consultant

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Date: \_\_\_\_\_