

Consultant Non-Disclosure Terms for Software Projects

This Non-Disclosure Agreement ("Agreement") is entered into between the Consultant and the Client, for the purpose of preventing unauthorized disclosure of Confidential Information as defined below.

1. Definition of Confidential Information

"Confidential Information" shall include all technical and non-technical information, including software, source code, algorithms, business plans, strategies, customer data, or any other proprietary information disclosed by the Client to the Consultant, whether orally or in writing.

2. Obligations of the Consultant

- The Consultant shall maintain all Confidential Information in strict confidence.
- The Consultant shall not disclose, publish, or disseminate Confidential Information to any third party without prior written consent of the Client.
- The Consultant shall use Confidential Information solely for the purposes of carrying out services related to Client's software project.
- The Consultant shall take reasonable precautions to protect the confidentiality of the Confidential Information.

3. Exclusions

- Information that is publicly available at the time of disclosure or becomes publicly available through no fault of the Consultant.
- Information already in possession of the Consultant, not as a result of breach of this Agreement.
- Information required by law or court order to be disclosed, provided notice is given to the Client.

4. Ownership

All Confidential Information remains the property of the Client. No license or transfer of rights is given except as expressly set forth herein.

5. Term

The Consultant's duty to hold Confidential Information in confidence remains in effect for a period of five (5) years from the date of disclosure.

6. Return or Destruction

Upon termination of services, or upon Client's request, the Consultant shall promptly return or destroy all materials containing Confidential Information.

7. Governing Law

This Agreement shall be governed in accordance with the laws of the relevant jurisdiction as specified in the

primary Consulting Agreement.

Client Signature:

Consultant Signature:

Date:
