

Data Security Non-Disclosure Agreement (NDA)

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

Client: _____

Address: _____

IT Consultant: _____

Address: _____

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means all data, materials, systems, software code, business information, and other technical or proprietary information, whether oral or written, disclosed to the IT Consultant in connection with the services to be provided.

2. Obligations of Non-Disclosure

- The IT Consultant shall not disclose, share, or otherwise make available any Confidential Information to third parties without prior written consent from the Client.
- The IT Consultant shall use the Confidential Information solely for the performance of the services for the Client.
- Reasonable care shall be exercised to protect Confidential Information from unauthorized access or disclosure.

3. Exclusions

Confidential Information does not include information which:

- Is or becomes publicly available through no breach of this Agreement;
- Was known to the IT Consultant prior to disclosure by the Client;
- Is independently developed by the IT Consultant without use of the Client's Confidential Information;
- Is required to be disclosed by law or governmental order.

4. Term

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

5. Return or Destruction of Information

Upon completion of services or upon written request, the IT Consultant shall return or destroy all materials containing Confidential Information.

6. Governing Law

This Agreement shall be governed by the laws of _____.

7. Miscellaneous

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

Client Signature

Date

IT Consultant Signature

Date