

# Proprietary Information Agreement for Technology Consultants

This Proprietary Information Agreement ("Agreement") is entered into as of \_\_\_\_\_ by and between:

**Company:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_

## 1. DEFINITION OF PROPRIETARY INFORMATION

"Proprietary Information" means all non-public information disclosed by Company to Consultant, whether in written, oral, electronic, or other tangible or intangible forms, including but not limited to technical data, trade secrets, inventions, know-how, business plans, software, developments, and strategies.

## 2. NON-DISCLOSURE AND NON-USE

- Consultant shall hold all Proprietary Information in strict confidence and not disclose it to any third party without Company's prior written consent.
- Consultant shall use Proprietary Information solely for the purpose of providing consulting services to Company.

## 3. EXCLUSIONS

The obligations in this Agreement do not apply to information that: (a) is publicly known through no fault of Consultant; (b) is rightfully received from a third party without restriction; (c) is independently developed by Consultant without use of Proprietary Information; or (d) is approved for release by Company in writing.

## 4. RETURN OF INFORMATION

Upon termination of the consulting relationship, or upon request, Consultant shall promptly return or destroy all Proprietary Information and materials containing such information.

## 5. TERM

The obligations regarding Proprietary Information shall survive for a period of \_\_\_\_\_ years following the termination of this Agreement.

## 6. GENERAL

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter herein. It shall be governed by the laws of the State of \_\_\_\_\_.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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Company Representative Signature      Date

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Consultant Signature      Date