

Consultant Non-Disclosure Agreement

For Proprietary Information

This Non-Disclosure Agreement ("Agreement") is entered into as of _____ ("Effective Date") between _____ ("Consultant") and _____ ("Company").

1. Definition of Proprietary Information

For purposes of this Agreement, "Proprietary Information" means any data or information, oral or written, disclosed by Company to Consultant that is not generally known to the public, including but not limited to business, technical, and financial information, software, research, and development.

2. Obligations of Consultant

Consultant agrees to hold all Proprietary Information in strict confidence, not to disclose it to any third parties, and not to use it except as authorized in writing by the Company. Consultant shall take all reasonable precautions to prevent unauthorized disclosure.

3. Exclusions

This Agreement imposes no obligation upon Consultant with respect to any information which: (a) is or becomes publicly available through no fault of Consultant; (b) is rightfully received from a third party without restriction and without breach of this Agreement; (c) is independently developed by Consultant without reference to or reliance upon Proprietary Information; or (d) is approved for release by written authorization of Company.

4. Term

This Agreement and Consultant's duty to hold Proprietary Information in confidence remain in effect until the Proprietary Information no longer qualifies as confidential or until released in writing by Company.

5. Return of Materials

Upon the Company's request, Consultant will return or destroy all documents and materials containing or derived from Proprietary Information.

6. No License

Nothing in this Agreement grants Consultant any rights under any patents, copyrights, or trade secrets of the Company.

7. Governing Law

This Agreement is governed by the laws of the State of _____ without regard to its conflict of laws rules.

8. Entire Agreement

This document represents the entire agreement between the parties regarding Proprietary Information and

supersedes all prior agreements, whether written or oral, relating to the subject matter herein.

Consultant Signature

Name: _____

Date: _____

Company Representative Signature

Name: _____

Title: _____

Date: _____