Company-Consultant Confidentiality Agreement

This Confidentiality Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between _____ ("Company") and _____ ("Consultant").

1. Purpose

The Company and Consultant wish to engage in discussions and activities relating to potential consulting services. In connection with this, confidential information may be disclosed.

2. Definition of Confidential Information

"Confidential Information" means any data, materials, or information disclosed by the Company to the Consultant, either directly or indirectly, whether in writing, orally, or by inspection of tangible objects, not generally known to the public.

3. Obligations of Consultant

- Consultant agrees to hold all Confidential Information in strict confidence.
- Consultant shall not disclose Confidential Information to any third party without the prior written consent of the Company.
- Consultant agrees to use Confidential Information solely for the purposes of performing consulting services for the Company.

4. Exclusions

The obligations herein do not apply to information that:

- Was in the public domain at the time of disclosure or becomes public without breach of this Agreement;
- Was known to the Consultant prior to disclosure by the Company;
- Is received from a third party not in breach of any obligation to the Company;
- Is independently developed by the Consultant without use of the Company's Confidential Information.

5. Term

This Agreement shall remain in effect for a period of _____ years from the Effective Date.

6. Return or Destruction

Upon request, Consultant shall promptly return or destroy all Confidential Information, including all copies thereof.

7. Governing Law

This Agreement shall be governed by the laws of the state of _____.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding confidentiality and supersedes all prior agreements on this subject.

Company Representative Signature

Date: _____

Consultant Signature

Date: _____