

Contractor Confidentiality Agreement for Sensitive Projects

This Contractor Confidentiality Agreement ("Agreement") is entered into on this _____ day of _____, 20____
("Effective Date") by and between:

Company: _____

Address: _____

(Herein referred to as "Company")

Contractor: _____

Address: _____

(Herein referred to as "Contractor")

1. Purpose

The Contractor agrees to provide certain services for the Company that may require access to confidential and sensitive information regarding the Company's business, clients, projects, technology, or any other proprietary material.

2. Definition of Confidential Information

For the purpose of this Agreement, "Confidential Information" means all non-public information or material disclosed, whether in oral, written, electronic, or any other form, including but not limited to:

- Business plans and strategies
- Technical data and know-how
- Client, customer, or vendor information
- Designs, processes, and product details
- Financial information
- Any other information deemed confidential by the Company

3. Obligations of Contractor

- Contractor shall not disclose, disseminate, or use any Confidential Information for any purpose other than the project expressly authorized by the Company.
- Contractor will take reasonable measures to protect the confidentiality of such information.
- Upon request or termination, Contractor shall return or destroy all Confidential Information in their possession.

4. Exclusions

Confidential Information does not include information that:

- (a) is in the public domain at the time of disclosure;
- (b) was lawfully obtained by Contractor prior to disclosure;
- (c) becomes publicly available without breach of this Agreement;
- (d) is required by law or court order to be disclosed.

5. Duration

This Agreement shall remain in force from the Effective Date and survive the termination of the Contractor's

engagement for a period of _____ years.

6. Remedies

The Contractor acknowledges that any breach of this Agreement may cause irreparable harm to the Company and that the Company is entitled to seek injunctive and equitable relief in addition to any other remedy available by law.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____.

8. Entire Agreement

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

Company Representative Signature

Name & Title

Date

Contractor Signature

Name

Date