

# Non-Disclosure Agreement for Consultants

This Non-Disclosure Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

**Address:** \_\_\_\_\_

and

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

**Address:** \_\_\_\_\_

## 1. Definition of Confidential Information

"Confidential Information" means all information, whether oral, written, electronic, or other form, disclosed to the Consultant, including but not limited to: business plans, strategies, financial information, client data, and technical details.

## 2. Obligations of Consultant

- Consultant agrees to maintain the confidentiality of the Confidential Information.
- Consultant shall not disclose Confidential Information to any third party without prior written consent of the Company.
- Consultant will take reasonable measures to prevent any unauthorized use or disclosure of Confidential Information.

## 3. Exclusions

Confidential Information does not include information that:

1. Is or becomes publicly known through no breach of this Agreement;
2. Is received from a third party lawfully;
3. Is already known to the Consultant prior to disclosure;
4. Is required to be disclosed by law or authority.

## 4. Term

This Agreement shall commence on the Effective Date and remain in effect for a period of \_\_\_\_ years, unless otherwise agreed in writing.

## 5. Return or Destruction

Upon termination of engagement or at the request of the Company, Consultant shall return or destroy all materials containing Confidential Information.

## **6. Governing Law**

This Agreement shall be governed by the laws of the State of \_\_\_\_\_.

## **7. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions or agreements.

Company Representative:

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Name & Title

Date: \_\_\_\_\_

Consultant:

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Name & Title

Date: \_\_\_\_\_