

Confidentiality Agreement for Freelancers

This Confidentiality Agreement ("Agreement") is made and entered into as of by and between ("Client") and ("Freelancer").

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" refers to all information or material that has or could have commercial value or other utility in the business in which Client is engaged and that is not generally known to the public.

2. Obligations of Freelancer

1. Freelancer agrees to hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Client.
2. Freelancer shall carefully restrict access to Confidential Information to themselves, as required, and shall not, without written approval of Client, use for Freelancer's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Client, any Confidential Information.

3. Exclusions from Confidential Information

Confidential Information does not include information that:

- is or becomes public knowledge through no fault of Freelancer,
- was in Freelancer's possession before receipt from Client, or
- is disclosed with the prior written approval of Client.

4. Term

This Agreement and Freelancer's duty to hold Confidential Information in confidence shall remain in effect until or until Client sends Freelancer written notice releasing Freelancer from this Agreement, whichever occurs first.

5. Return of Materials

Upon termination of this Agreement, or upon written request of the Client, Freelancer shall promptly return all documents and other tangible materials representing the Confidential Information and all copies thereof.

6. Remedies

Freelancer agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Client, entitling the Client to obtain injunctive relief in addition to all legal remedies.

7. Entire Agreement

This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings.

8. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

9. Governing Law

This Agreement shall be governed in accordance with the laws of .

Client Signature

Freelancer Signature

Date

Date