# Non-Disclosure Agreement for Board Members

This Non-Disclosure Agreement ("Agreement") is entered into by and between

Company Name

**Board Member Name** 

(each, a "Party" and collectively, the "Parties").

## 1. Purpose

The Board Member may receive access to certain confidential and proprietary information of the Company in connection with their role as a member of the board of directors. This Agreement outlines the obligations of confidentiality.

#### 2. Definition of Confidential Information

"Confidential Information" means all information, whether written or oral, disclosed by the Company to the Board Member, including but not limited to business plans, financial data, customer information, trade secrets, and other proprietary information.

# 3. Obligations of Board Member

The Board Member agrees to maintain the confidentiality of the Confidential Information, not to disclose it to any third party, and not to use it for any purpose other than as a board member of the Company.

#### 4. Exclusions

This Agreement does not apply to information that: (a) becomes publicly available through no fault of the Board Member; (b) is lawfully received from a third party without restriction; or (c) is independently developed by the Board Member without reference to the Confidential Information.

#### 5. Term

The obligations under this Agreement shall survive the termination of the Board Member's position and remain in effect for a period of

Number of Years

following such termination.

### 6. Return of Materials

Upon termination of the Board Member's service, all documents and materials containing Confidential Information shall be returned to the Company.

# 7. Governing Law

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

Jurisdiction	
Company Representative Signature	Date
Company Representative digitature	Date
Board Member Signature Date	