

# Confidentiality Agreement for Contractors

This Confidentiality Agreement ("Agreement") is made and entered into as of ("Effective Date"), by and between ("Company") and ("Contractor").

## 1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" means any data or information, oral or written, disclosed by Company to Contractor that is not generally known to the public and that Contractor understands is proprietary.

## 2. Obligations of Contractor

1. Contractor agrees to hold and maintain the Confidential Information in strictest confidence.
2. Contractor shall not, without prior written approval of Company, use for Contractor's benefit, publish, or disclose to others, any Confidential Information.
3. Contractor shall take all reasonable precautions to prevent unauthorized disclosure.

## 3. Exclusions

Confidential Information does not include information which:

- Is or becomes publicly known through no breach of this Agreement;
- Is received from a third party without breach of any obligation;
- Is independently developed by Contractor without use of or reference to Confidential Information.

## 4. Return of Materials

Upon Company's request, Contractor shall promptly return or destroy all documents and other tangible materials containing or representing Confidential Information.

## 5. Term

This Agreement and Contractor's duty to hold Confidential Information in confidence remain in effect until the Confidential Information no longer qualifies as confidential.

## 6. Governing Law

This Agreement shall be governed by the laws of .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

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Company Representative Name & Title

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Date

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Contractor Name

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Date