

CONSULTANT NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made the ___ day of _____ Year _____

BETWEEN:

(1) _____ of _____ (the Client);
and

(2) _____ of _____ (the 'Consultant').

NOW IT IS HEREBY AGREED as follow:

That to induce the Client to retain the Consultant as an outside consultant and to furnish the Consultant with certain information that is proprietary and confidential, the Consultant hereby warrants, represents, covenants, and agrees as follows:

1. **Engagement.** The Consultant, in the course of engagement by the Client, may or will have access to or learn certain information belonging to the Client that is proprietary and confidential (Confidential Information).

2. **Definition of Confidential Information.** Confidential Information as used throughout this agreement means any secret or proprietary information relating directly to the Client's business and that of the Client's affiliated companies and subsidiaries, including, but not limited to, products, customer lists, pricing policies, employment records and policies, operational methods, marketing plans and strategies, product development techniques or plans, business acquisition plans, new personnel acquisition plans, methods of manufacture, technical processes, designs and design projects, inventions and research programs, trade 'know-how,' trade secrets, specific software, algorithms, computer processing systems, object and source codes, user manuals, systems documentation, and other business affairs of the Client and its affiliated companies and subsidiaries.

3. **Non-discloser.** The Consultant agrees to keep strictly confidential all Confidential Information and will not, without the Client's express written authorization, signed by one of the Client's authorized officers, use, sell, market, or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose. The Consultant further agrees not to make any copies of the Confidential Information except upon the Client's written authorization, signed by one of the Client's authorized officers, and will not remove any copy or sample of Confidential Information from the premises of the Client without such authorization.

4. **Return of Material.** Upon receipt of a written request from the Client, the Consultant will return to the Client all copies or samples of Confidential Information that, at the time of the receipt of the notice, are in the Consultant's possession.

5. **Obligations Continue Past Term.** The obligations imposed on the Consultant shall continue with respect to each unit of the Confidential Information following the termination of the business relationship between the Consultant and the Client, and such obligations shall not terminate until such unit shall cease to be secret and confidential and shall be in the public domain, unless such event shall have occurred as a result of wrongful conduct by the Consultant or the Consultant's agents, servants, officers, or employees or a breach of the covenants set forth in the agreement.

6. **Equitable Relief.** The Consultant acknowledges and agrees that a breach of the provisions of Paragraph 3 or 4 of this Agreement would cause the Client to suffer irreparable damage that could not be adequately remedied by an action at law. Accordingly, the Consultant agrees that the Client shall have the right to seek specific performance of the provisions of Paragraph 3 to enjoin a breach or attempted breach of the provision thereof, such right being in addition to all the other rights and remedies that are available to the Client at law, in equity, or otherwise.

7. **Invalidity.** If any provision of this agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

IN WITNESS OF WHICH the parties have signed this agreement the day and year first above written

Signed by or on behalf of the Client

in the presence of (witness)

Name _____

Address _____

Occupation _____

Signed by or on behalf of the Consultant

in the presence of (witness)

Name _____

Address _____

Occupation _____