

Contractor Confidentiality Clause

This Confidentiality Clause ("Clause") is made and enters into effect as of [Date], by and between [Company Name] ("Company") and [Contractor Name] ("Contractor").

WHEREAS, the Company possesses certain confidential and proprietary information ("Confidential Information") that may be disclosed to the Contractor during the course of their engagement;

NOW, THEREFORE, the parties agree as follows:

- Definition of Confidential Information:** Confidential Information includes all information, whether written or oral, that is disclosed by the Company to the Contractor, including but not limited to business plans, financial forecasts, customer lists, and trade secrets.
- Obligations of the Contractor:** The Contractor agrees to hold the Confidential Information in strict confidence and shall not disclose it to any third parties without the prior written consent of the Company. The Contractor shall take all reasonable measures to protect the secrecy of and avoid disclosure or unauthorized use of the Confidential Information.
- Exceptions:** Confidential Information does not include information that (i) is publicly known at the time of disclosure or becomes publicly known through no fault of the Contractor, (ii) is received from a third party without a breach of any obligation of confidentiality, or (iii) is independently developed by the Contractor without reference to the Confidential Information.
- Term:** This Clause shall remain in effect for a period of [Number of Years] years from the date of disclosure of the Confidential Information.
- Governing Law:** This Clause shall be governed by and construed in accordance with the laws of [State/Country].

IN WITNESS WHEREOF, the parties hereto have executed this Confidentiality Clause as of the date first above written.

[Company Name] _____
By: [Authorized Signatory]
Title: [Title]
Date: [Date]

[Contractor Name] _____
[Contractor Signature]
Date: [Date]