

INDEPENDENT CONTRACTOR CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement"), dated as of _____, by and between _____ of _____, _____, _____ (the "Client") and _____ of _____, _____, _____ (the "Contractor"). In consideration of, Contractor hereby agrees and acknowledges as follows:

1. Confidential Information Definition. The term "Confidential Information" refers to any information of any kind, nature, or description, which is proprietary to Client and not generally known other than by Client. If such Confidential Information were to be divulged, disclosed, or otherwise communicated to third parties, it is likely that Client would be adversely impacted. Confidential Information includes, but is not limited to, trade secrets, financial information, technical information, knowledge of internal operations, business strategies, details of intellectual properties, sales leads, mailing lists, existing customer contracts, customer specific information, employee lists, procedure manuals, or other data of any kind or nature or description that would be deemed confidential material important enough to warrant protection. Confidential Information shall not be construed to mean any information that (i) is or becomes available to the public through no action of Contractor, (ii) is disclosed to a party by a third party that possesses the legal right to do so, (iii) is developed independently by Contractor without the use of Confidential Information (iv) is disclosed pursuant to subpoena, order of a court of competent jurisdiction, or other legally required disclosure, (v) is disclosed to a government agency pursuant to a good faith belief and for the sole purpose of investigating legality, or (vi) is disclosed to Contractor by Client accompanied with Client's written approval to disclose.
2. Purpose of Disclosure. During the _____, Confidential Information may be disclosed to the Contractor in order to allow the Contractor to fulfill their obligations and duties under the _____ made effective on _____.
3. Nondisclosure Obligation. Contractor specifically covenants and agrees that it shall not, in any fashion form or manner, either directly or indirectly, divulge, disclose or communicate to any person or entity that is not employed or affiliated with Client, in any manner whatsoever, any of the Client's Confidential Information, or any information of any kind, nature, or description concerning any matters affecting or relating to the Client's Confidential Information, without the prior written consent of the Client.
4. Non-Circumvention Obligation. The Contractor hereby agrees and warrants to the Client that the Contractor shall not, directly or indirectly, interfere with, circumvent or attempt to circumvent, avoid, by-pass, or obviate each other's interest or relationship between the Parties with other interested or third parties to change, increase, or avoid, directly or indirectly, payment of established or to be established fees, commissions, participation, or continuance of a pre-established relationship or interfere in an uncontracted relationship with a third party in connection with an on-going or future transaction or project. Contractor agrees and covenants not to solicit business, enter into any transactions, or engage in negotiations, either directly or indirectly, with any third party related to Client, introduced to Contractor by Client during the term of this Agreement.
5. Additional Obligations. In addition, the Contractor agrees to undertake the following additional obligations:
 - a. Unless express written permission from the Client is first obtained, Contractor shall not, during the of this Agreement, use or disclose, for the benefit of themselves or others, any Confidential Information of the Employer.
 - b. Contractor shall retain the Client's Confidential Information in strict confidence and shall not use the same except as otherwise provided for in this Agreement.
 - c. After the termination of the of this Agreement, the Contractor shall return to Client all documents, property, and other manifestations of Confidential Information received by the Contractor
 - d. Contractor shall not retain copies or notes of any documents, property, or other manifestations of Confidential Information after returning the documents, property, or other manifestations to the Client.
6. Term & Termination. The obligations of this Agreement shall last for the duration of the contractor-client employment relationship of the Client and Contractor
7. Limitation of Rights. Nothing contained in this Agreement shall be construed as granting or conferring to either party any rights whatsoever, express or implied, by license or otherwise, in the other party's assets or the other party's Confidential Information, except for the use of the other party's Confidential Information as expressly provided herein. This Agreement is not intended and it shall not be construed to create or convey any right in or upon any person or entity not a party to this Agreement.
8. Injunctive Relief. If it appears that Contractor has disclosed or has threatened to disclose Confidential Information in violation of this Agreement, Client will be entitled to full injunctive relief. Client is further entitled to pursue other remedies for a breach.
9. Governing Law and Forum Selection. This Agreement shall be governed by, and construed in accordance with the laws of the State of _____ without regard to principles of conflicts of law. Should any lawsuits be filed concerning any and all facts arising out of this Agreement, any lawsuits or claims must be decided in a court in the State of _____.
10. Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement. If it is not possible to modify any such provision to eliminate the invalid element, such provision shall be deemed eliminated from this Agreement. The invalidity of any provision of this Agreement shall not affect the force and effect of the remaining provisions.
11. Successors and Assigns. This agreement shall be binding upon Client and Contractor's personal representatives and successors in interest, and shall inure to the benefit of the Client, its successors and assigns.
12. Waiver. The failure to exercise a right granted by this Agreement shall not be construed as a waiver of subsequent rights.
13. Headings. Headings contained in this Agreement are inserted for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision to this Agreement.
14. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and contains all of the

agreements between said parties and supersedes any and all other agreements, whether written or oral, with respect to the subject matter hereof. There is no statement, promise, agreement or obligation in existence which may conflict with the terms of this Agreement or may modify, enlarge, or invalidate this Agreement or any provision hereof.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Client and Contractor have caused this Agreement to be executed as of the date first above written.

CLIENT:

CONTRACTOR:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Independent Contractor Confidentiality Agreement

Instruction Sheet

Also known as:

Independent Contractor Non-Disclosure Agreement

What is it?

An independent contractor confidentiality agreement is a legally enforceable contract that prevents contractors from divulging the confidential information received to parties unaffiliated with your company. The confidential information it protects includes, but is not limited to, trade secrets, financial information, customer information, details of intellectual properties, and procedure manuals.

Why would I use it?

Typically, the confidentiality agreement will be entered into in connection with the beginning of the contractor relationship. However, it can also be used for existing contractors who have previously not been privy to the confidential information of the company. The confidentiality agreement will serve as security measure to prevent the unauthorized disclosure of confidential information by the independent contractor or, at the very least, give your company recourse in case an unauthorized disclosure is made.

What do I do with the Confidentiality Agreement?

1) Review

- Review the confidentiality agreement and make sure all of the information contained within is correct.

2) Execute

- Both the client and the contractor should sign the confidentiality agreement.

3) Post-Execution

- The client and the contractor should each retain a copy of the confidentiality agreement.

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