**Non-Disclosure Agreement: Consultant**

**This Non-Disclosure Agreement** ("Agreement") is dated [Date],

And is made between us:

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[Business name] (the "Business" “We” “Us” “Our”), having its principal office at [insert address]; and

[Consultant name] (the "Consultant" “You”), an individual with his/her main address located at [insert address] ***or*** a company incorporated in Ireland under company number [insert number] having its principal office at [insert address]

On the basis that:

The Business wants to contract with you for [insert details of services e.g. the supply of financial consultancy services]. This contract will involve our disclosure of valuable business or technical information relating to our products or services which is confidential.

You agree that you will comply with the terms of this agreement in all respects, so that consultancy services can take place and so that our Confidential and Proprietary Information will be protected.

**WHEREAS** the Business and the Consultant wish to evidence by this agreement the manner in which Our confidential and proprietary material will be treated.

For the purpose of this Agreement, “Proprietary Information” shall include, but not be limited to any information, observation, data, written material, record, document, drawing, photograph, layout, computer program, coding, technical data, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product and/or research related to the actual or anticipated research development, products, organization, marketing, advertising, business or finances of the Business.

You further acknowledge that any information relating to the Business’s trading position, business, products, services, affairs and finances including (but not limited to) marketing information and plans, market opportunities, product lists, the Business’s financial information, results and forecasts, manpower or expansion plans, lists of suppliers, agents, consultants, distributors, clients or customers and their needs and requirements, contract terms and pricing with them, information relating to prospects and tenders contemplated, offered or undertaken by the Business, and any other matters connected with the products or services manufactured, marketed, provided or obtained by the Business are confidential and proprietary to the Business;

In consideration of any disclosure of our Proprietary Information or any of our trade secrets, the undersigned agrees as follows:

1. You acknowledge that any business or technical information relating to the Business and/or its products or services disclosed to you or any information provided to you shall be deemed "Proprietary Information" and subject to the terms of this Agreement, unless otherwise agreed upon in writing by us.

2. You will hold in confidence and not use (except to carry out this Agreement) or disclose, directly or indirectly, any Proprietary Information except information you can document which (a) is in, or becomes part of, the public domain through no fault of yours, (b) was properly known to you, without restriction prior to disclosure by the business, or (c) was properly disclosed to you by another person without restriction.

3. In addition, you will not copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information of any Proprietary Information. The foregoing does not grant you a license in or to any Proprietary Information. You acknowledge and agree that, as between you and us, all Proprietary Information and all copies thereof are owned solely by the Business.

4. You shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Business from time to time) to safeguard the Confidential Information from unauthorised access or use.

5. If you decide not to proceed with the proposed contract or any other business relationship or if asked by us, you will immediately cease all use of and return all Proprietary Information and all copies and extracts to the business.

6. If you cease to work with us or your contract with us is terminated your obligations under this Agreement shall continue in full force and effect for a period of [number of years] from the date of this agreement.

7. You shall have no proprietary interest in any proprietary information, work, computer technology, product, coding or software developed, created, invented, devised, conceived or discovered by you as a direct or indirect result of your engagement with the Business, and you expressly assign all rights to copyrights, patents, trade secrets or other proprietary rights to the business.

8. You will immediately notify us of any unauthorized release of Proprietary Information. You understand that this Agreement does not obligate us to disclose any information or provide any information to you or negotiate or enter into any agreement or relationship with you.

9. You understand and agree that any business opportunity relating to or similar to our current or anticipated business opportunities that come to your attention over the course of your contract with us is an opportunity belonging to Us. Accordingly, you will advise us of any such opportunity, and you acknowledge that you cannot pursue the opportunity, directly or indirectly, without our written consent.

10. You acknowledge and agree that any information disclosed to you by us may have independent economic value, actual or potential, that may not be known to the public or to others who could obtain economic value from its disclosure or use, and that this information is subject to a reasonable effort by the Business to maintain its secrecy and confidentiality. You shall not make any disclosure of any confidential information except as essential to your obligations pursuant to your contract for the provision of services.

11. You recognise and acknowledge the unique nature of the protections and provisions set out in this Agreement and that the Business will suffer irreparable harm if you breach any of these protections or provisions. Monetary damages will be inadequate to compensate us for any such breach. Therefore, upon any such breach or threat, the Business shall be entitled to remedies including injunctions, specific performance and other appropriate equitable relief in addition to whatever remedies it may have at law. In addition, if we prevail in any legal dispute, we shall be entitled to collect from you our reasonable legal fees and expenses.

12. You acknowledge and agree that you will maintain all Proprietary Information in confidence and will refrain from using any such Proprietary Information for any purpose, unless so authorized by us.

13. No variation of this Agreement shall be effective unless it is in writing and signed by you and us.

14. If any part of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant part shall be deemed deleted. Any modification or deletion of such part shall not affect the validity and enforceability of the rest of this Agreement.

15. This Agreement shall in all respects be governed and construed in accordance with the laws of the Republic of Ireland. You consent and agree to the non-exclusive jurisdiction of the courts of Ireland in relation to any disputes or proceedings arising out of or in connection with this Agreement.

We acknowledge and agree to all the Terms set out in this Agreement:

**BUSINESS** **CONSULTANT**

**Authorized Signature Authorized Signature**

**Print Name and Title Print Name and Title**

**Date Date**