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#4 FREELANCER / CONTRACTOR NON-DISCLOSURE AGREEMENT

This Freelancer and Contractor Non-Disclosure Agreement (the "Agreement") is entered into as of [EFFECTIVE DATE] by and between:

Company: [PARTY A COMPANY], a [PARTY A ENTITY TYPE] with a principal address of [PARTY A ADDRESS] ("Company")

Contractor: [PARTY B NAME], a [PARTY B ENTITY TYPE] with a principal address of [PARTY B ADDRESS] ("Contractor")

This Agreement is entered into in connection with Contractor's engagement to provide services to Company and is a condition of that engagement.

1. Confidential Information

"Confidential Information" means any and all non-public information disclosed by Company to Contractor, or to which Contractor has access in connection with performing services for Company, whether orally, in writing, electronically, or by any other means. Confidential Information includes but is not limited to: business strategies, financial data, trade secrets, client and vendor information, technical specifications, software, source code, pricing, marketing plans, personnel information, and any other proprietary information of Company or its clients.

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of Contractor; (b) was already known to Contractor prior to disclosure by Company, as evidenced by written records predating the disclosure; (c) is independently developed by Contractor without reference to Company's Confidential Information; or (d) is lawfully received from a third party without restriction on disclosure.

2. Contractor's Obligations

Contractor agrees to: (a) hold all Confidential Information in strict confidence, using at least the same degree of care used to protect its own confidential information, but in no event less than reasonable care; (b) not disclose any Confidential Information to any third party without the prior written consent of Company; (c) use Confidential Information only as necessary to perform the services engaged by Company; (d) not reproduce, copy, or distribute Confidential Information except as required by the engagement; and (e) immediately notify Company of any known or suspected unauthorized disclosure or use of Confidential Information.

If Contractor is required by applicable law or court order to disclose Confidential Information, Contractor shall provide Company with prompt written notice of such requirement and shall reasonably cooperate with

Company in seeking a protective order or other appropriate relief before making any such disclosure.

3. Intellectual Property and Work Product

All work product, deliverables, inventions, content, software, and other materials created by Contractor in connection with services performed for Company ("Work Product") shall be the sole and exclusive property of Company and are deemed works made for hire to the maximum extent permitted by applicable law. To the extent any Work Product does not qualify as a work made for hire, Contractor hereby irrevocably assigns all right, title, and interest therein to Company, without further compensation.

Contractor retains ownership of any tools, methodologies, frameworks, or other intellectual property developed prior to or independently of this Agreement ("Contractor IP"). Company is granted a non-exclusive, royalty-free license to use Contractor IP solely as incorporated into the Work Product delivered to Company.

[NOTE: IP assignment enforceability and works-made-for-hire rules vary by state. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

4. Non-Solicitation

During the term of Contractor's engagement with Company and for a period of [NON-SOLICIT PERIOD] following its termination, Contractor agrees not to: (a) solicit, recruit, or encourage any employee or contractor of Company to leave their engagement with Company; or (b) directly or indirectly solicit or accept business from any client or customer of Company with whom Contractor had contact during the engagement, for the purpose of providing competing services.

[NOTE: Non-solicitation enforceability varies significantly by state. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this provision.]

5. Term

This Agreement commences on the Effective Date and remains in effect for the duration of Contractor's engagement with Company and for a period of [SURVIVAL PERIOD] years following termination of the engagement, unless a longer period is required by applicable law.

6. Return of Property and Information

Upon termination of the engagement for any reason, or upon Company's earlier written request, Contractor shall promptly return or certifiably destroy all Confidential Information and Company property in Contractor's possession or control, including all copies and summaries, and shall provide written certification of such return or destruction upon request.

7. Injunctive Relief

Contractor acknowledges that any breach of this Agreement may cause irreparable harm to Company for which monetary damages would be an inadequate remedy. Accordingly, Company shall be entitled to seek injunctive relief and specific performance without the requirement of posting a bond or other security, in addition to all other remedies available at law or in equity.

8. Independent Contractor Status

Nothing in this Agreement creates an employment, partnership, joint venture, or agency relationship between the Parties. Contractor is an independent contractor solely responsible for all taxes, insurance, and other obligations arising from Contractor's compensation.

[NOTE: Independent contractor classification is subject to multi-factor tests that vary by state and federal law. Consult a licensed attorney in [GOVERNING LAW STATE] before relying on this classification.]

9. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of [GOVERNING LAW STATE], without regard to its conflict of laws principles. Any dispute arising under or related to this Agreement shall be resolved exclusively in the state or federal courts of [DISPUTE RESOLUTION COUNTY], [GOVERNING LAW STATE]. The prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

10. General Provisions

10.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding confidentiality and intellectual property and supersedes all prior understandings on these topics.

10.2 Amendments. This Agreement may only be amended by a written instrument signed by authorized representatives of both Parties.

10.3 Severability. If any provision is found invalid or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

10.4 Counterparts. This Agreement may be executed in counterparts, including electronic or digital counterparts, each constituting an original.

10.5 No Waiver. Failure to enforce any provision shall not constitute a waiver of that or any other provision.

COMPANY

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

CONTRACTOR

Signature: _____

Print Name: _____

Title: _____

Company: _____

Date: _____

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