

Confidentiality and Non-Disclosure Agreement

Effective Date: [Insert Date]

Between:

The Company: [Insert Company Name], located at [Insert Address].

The Consultant: [Insert CFO Name/Firm Name], located at [Insert Address].

1. Purpose

The Company wishes to engage the Consultant to provide Outsourced Chief Financial Officer (CFO) services. In connection with these services, the Company will provide the Consultant with access to certain confidential and proprietary information. This agreement ensures the protection of such information.

2. Definition of Confidential Information

"Confidential Information" includes, but is not limited to, all financial statements, tax records, business plans, payroll data, customer lists, trade secrets, intellectual property, and any other non-public information disclosed by the Company to the Consultant, whether orally or in writing.

3. Non-Disclosure Obligations

The Consultant agrees to:

- Maintain the strict confidentiality of the Confidential Information.
- Use the information solely for the purpose of performing the contracted CFO services.
- Not disclose any information to third parties without prior written consent from the Company.
- Implement reasonable security measures to prevent unauthorized access to the information.

4. Exclusions

Confidential Information does not include information that:

- Is or becomes public knowledge through no fault of the Consultant.
- Was already known to the Consultant prior to disclosure.
- Is rightfully obtained from a third party without restriction.
- Is independently developed by the Consultant.

5. Term

The obligations of confidentiality shall survive the termination of the service agreement for a period of [Insert Number, e.g., 5] years from the date of termination.

6. Return of Materials

Upon request or termination of services, the Consultant shall return or destroy all physical and digital copies of Confidential Information belonging to the Company.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of [Insert State/Country].

Signatures:

For the Company:

Signature: _____

Name: [Insert Name]

Title: [Insert Title]

For the Consultant:

Signature: _____

Name: [Insert Name]

Title: [Insert Title]