**Nondisclosure Agreement**

This Nondisclosure Agreement is between [COMPANY NAME] (Business), having its principal place of business at [COMPANY ADDRESS] and \_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Consultant).

1. Background

The Business and Consultant intend to engage in discussions and possible negotiations. In the course of such discussions and negotiations, it is anticipated that the Business may disclose or deliver certain reports, financial information, business plans, trade secrets, documents, or confidential information of the Business and/or its clients. The Business and Consultant have entered into this Agreement in order to assure the confidentiality of such trade secrets and confidential information in accordance with the terms of this Agreement.

2. Proprietary Information

As used in this Agreement, the term "Proprietary Information" shall mean all reports, financial information, business plans, trade secrets, documentation, or confidential or proprietary information of the Business or its clients designated as such in writing by the Business, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to the time any such trade secret or confidential or proprietary information is disclosed by the Business to Consultant. Notwithstanding the foregoing, information that is orally disclosed to Consultant by the Business shall constitute Proprietary Information. Any and all information pertaining to the Business’s clients whether designated as such shall be considered Proprietary Information.

3. Disclosure of Proprietary Information

Consultant shall hold in confidence, and shall not disclose to any person outside its organization, all Proprietary Information, and shall use such Proprietary Information only for the purpose for which it was disclosed. Consultant shall disclose Proprietary Information received by under this Agreement only to persons within its organization who have a need to know such Proprietary Information in the course of the performance of their duties and who are bound to protect the confidentiality of such Proprietary Information.

4. Limitation on Obligations

The obligations of Consultant specified in Section 3 above shall not apply, and Consultant shall have no further obligations with respect to any Proprietary Information which:

 (a) Is disclosed in a printed publication available to the public, is described in a patent anywhere in the world, is otherwise in the public domain at the time of disclosure, or becomes publicly known through no wrongful act on the part of Consultant;

 (b) Is known to Consultant or becomes known to Consultant through disclosure by sources other than the Business having the right to disclose such Proprietary Information;

 (c) Is disclosed pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, provided that the Business is provided with prior written notice of any such disclosure;

 (d) Is generally disclosed to third parties by the Business without similar restriction on such third parties; or

 (e) Is approved for release by written authorization of the Business.

5. Return of Documents

Consultant shall, upon request of the Business, return to the Business all documents and other tangible manifestations of Proprietary Information received pursuant to this Agreement and all copies and reproductions thereof.

6. Specific Performance

The parties hereto consider the restrictions contained herein to be reasonable to protection of business, time, and geographic area. If, however, such restrictions are found by any court having jurisdiction to be unreasonable because they are (or any one of them is, as the case may be) too broad, then such restrictions will nevertheless remain effective, but shall be considered amended as to protection of business, time, or geographic area (or any one of them, as the case may be) in whatever manner is considered reasonable by that court, and as so amended shall be enforced. The parties hereto agree that if there is a breach by of any of the covenants contained herein, the damage to the Business will be substantial, although difficult to quantify, and money damages will not afford the Business an adequate remedy. Therefore, if any such breach occurs, in addition to any other remedies as may be provided by law,the Business shall have the right to specific performance of the covenants contained herein by way of temporary or permanent injunctive relief.

7. Miscellaneous

 (a) This Agreement supersedes all prior agreements, written or oral, between the Business and Consultant relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by the Business and Consultant.

 (b) This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. (c) This agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

AGREED on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

**Consultant**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_