



## Contractor Confidentiality and Non-Disclosure Agreement

This Confidentiality and Non-Disclosure Agreement (this "Agreement") is entered into by Innovation Protocol ("the Company") and \_\_\_\_\_ ("Contractor"), concerning the Contractor's obligation to protect certain Confidential Information belonging to the Company and agreeing not to disclose such information outside the Company.

Accordingly, the parties to this Agreement agree as follows:

1. **Confidentiality** – *Definition of "Confidential Information"*. As used in this Agreement, "Confidential Information" means any information which relates to Innovation Protocol, or its clients, independent contractors and suppliers, which is learned as a result of your relationship with the Company and which is of the following type:
  - a. Discoveries, ideas and concepts
  - b. Processes, designs and specifications
  - c. Techniques, models, data and documentation
  - d. Research and development
  - e. Procedures and "know-how"
  - f. Marketing techniques and materials; marketing and development plans
  - g. Client, independent contractor and supplier names; and all other information relating to clients and suppliers
  - h. Price lists, quotes and pricing policies
  - i. Individual compensation for Company employees or independent contractors – including information regarding compensation negotiations, benefits, etc.
  - j. Financial information

The term "Confidential Information" does not include information which is or becomes generally known within the industry (other than as a result of your breach of confidentiality obligations).

2. **Return of Confidential Information** - You are required to return to Innovation Protocol all Confidential Information in your possession immediately upon the termination of your relationship with the Company.
3. **No Disclosure of Confidential Information** - You should not reveal or disclose any Confidential Information to any person outside of the Company for any reason. Individual compensation information (See Section 1.i. above) should not be discussed with anyone other than the Managing Director. This Non-Disclosure requirement remains in effect indefinitely, as long as the information remains confidential.
4. **Indemnification** – You will indemnify Innovation Protocol against any and all actions, claims, liability, costs, damages, charges and expenses suffered or incurred in connection with or arising out of your breach of any of the provisions of this Agreement. You acknowledge that a breach of your obligations hereunder may not be compensated adequately by an award of damages but



that the Company shall also be entitled in the event of any such breach to the remedies of injunction, specific performance or other equitable relief in respect of any such breach.

We appreciate your cooperation and diligence to protect Innovation Protocol during your relationship with our Company.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_