



## CONSULTANT NONDISCLOSURE AGREEMENT

It is anticipated that from time to time in the course of your relationship with **MANTEC**, Inc. (“**MANTEC**”), as a consultant, employee, agent, officer or representative, certain technical or business information concerning **MANTEC** and/or one or more of its clients may be disclosed to you. Without limiting the foregoing generality, technical and business information shall include “know-how,” trade secrets, customer lists, supplier lists, details of contracts, pricing policies, operational methods, marketing plans or strategies, development techniques or plans, design or design projects, technical data or processes, software, systems, drawings, inventions, equipment and machinery systems, any and all of which shall hereinafter be referred to as the “Confidential Information.” As a condition of disclosure to you of Confidential Information, now or in the future, or your development of Confidential Information for **MANTEC** and/or for one of its clients, for good and valuable consideration, the receipt of which is hereby acknowledged, you agree as follows:

1. At all times and notwithstanding the termination of this Agreement, you will preserve and safeguard the confidentiality of all Confidential Information, provided, however, the obligations hereunder will not interfere with your right to use information which is:
  - (a.) or becomes known publicly through no fault of yours,
  - (b.) learned by you from a third party entitled to disclose it, or
  - (c.) already known to you before receipt from or development for **MANTEC** and/or one of its clients, as shown by your then existing written records.
2. You will not, directly or indirectly, use to disclose any Confidential Information or furnish to any third party any Confidential Information or use such Confidential Information for any purposes without prior written permission of **MANTEC** and its client, if any, to whom the Confidential Information pertains or belongs. All Confidential Information at all times belongs to **MANTEC** and/or its client, as the case may be, and at **MANTEC**'s or such client's request you will promptly deliver the same to the requesting party without retaining any copies, records, documents, extracts or other reproductions thereof.

Notwithstanding the obligations hereunder you may disclose Confidential Information received in the course of your relationship with **MANTEC** to your employees who have a need to know and any agent other than employees or associated consultants is authorized by **MANTEC** to render services in connection with the project or assignment and have executed and delivered a Nondisclosure Agreement to **MANTEC**.

3. No right or license, either expressed or implied, under any patent is granted hereunder.
4. Except as set forth in the space provided below, the material terms of which have been fully disclosed to **MANTEC**, you have no obligation of confidence or other commitment which does or may conflict with this Agreement or otherwise restrict the field of your activities in any manner whatsoever.

Please list applicable oral or written agreements and furnish **MANTEC** with a copy or written summary of material terms for each listed agreement.

*If you have no such obligations or commitments, write “NONE” in the space below.*

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5. This Agreement applies throughout the period of your relationship with **MANTEC** and after termination of such relationship for a period not to exceed three years in order to reasonably protect the interest of **MANTEC** and/or its client(s). You acknowledge that the unauthorized use or disclosure of the Confidential Information will cause irreparable harm of **MANTEC's** business and, in addition to all other remedies at law or in equity, **MANTEC** will be entitled to injunctive relief. This agreement will be governed by Pennsylvania law.
6. If the undersigned is an officer or agent of a party or parties, said agent or officer covenants that he or she is duly authorized by his or her principal to execute this Agreement.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the undersigned has executed this Agreement this \_\_\_\_\_ **day of** \_\_\_\_\_ **20**\_\_\_\_\_.

**CONSULTANT**

Print Company Name \_\_\_\_\_

Accepted By Consultant Signature (**Please sign**) \_\_\_\_\_

Accepted By Consultant Name (**Please print**) \_\_\_\_\_

Consultant Title (Please print) \_\_\_\_\_

Witness \_\_\_\_\_

**MANTEC, Inc.**

Accepted By **MANTEC** Signature (**Please sign**) \_\_\_\_\_ Date: \_\_\_\_\_

Accepted By **MANTEC** Name (**Please print**) \_\_\_\_\_

Its – **MANTEC** Title (Please print) \_\_\_\_\_

**Additional Consultant Participants**

The undersigned agree to abide by all the requirements and responsibilities pertinent to this Nondisclosure Agreement.

Name \_\_\_\_\_ Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Company Name \_\_\_\_\_ Date \_\_\_\_\_