



## CONSULTANT NON-DISCLOSURE AGREEMENT (NDA)

This Non-Disclosure Agreement (the "Agreement") is entered into by and between **Rational Gates**, a leadership development consultancy (the "Company"), and **[Insert Client Name]**, (the "Client"), collectively referred to as the "Parties" and individually as a "Party."

This Agreement is made to ensure the confidentiality of information exchanged between the Parties in connection with the Client engaging Rational Gates for **leadership development and related services** (the "Services").

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### 1. Effective Date

The effective date of this Agreement (the "Effective Date") shall be:

- The date the Parties execute this Agreement in writing, OR
- The date the Client provides payment for the Services, whichever occurs first.
- The date on which either Party discloses Confidential Information to the other Party in connection with the Services, whichever occurs first.

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### 2. Confidential Information

For the purpose of this Agreement, "Confidential Information" shall mean any and all non-public, proprietary, or sensitive information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with the Services, whether disclosed orally, in writing, electronically, or by any other means. Confidential Information includes, but is not limited to:

#### 2.1 Proprietary Information of Rational Gates:

- Materials, templates, frameworks, resource toolkits, methods, questionnaires, formulas, compositions, processes, strategies, techniques, systems, intellectual property, and any other proprietary tools or methodologies shared by Rational Gates.

#### 2.2 Client Information:

- Personal, sensitive, or business-related information provided by the Client, including but not limited to financial data, operational details, organizational plans, strategies, or any other information related to the Client's business operations.

#### 2.3 General Scope of Confidentiality:

Confidential Information also includes any information that, by its nature, content, or context, a reasonable person would understand to be confidential, even if it is not explicitly marked or labeled as such at the time of disclosure.

#### **2.4 Marking and Identification:**

While Confidential Information is often marked, labeled, or identified as confidential at the time of disclosure, the absence of such markings does not negate its confidential nature if the information is reasonably understood to be proprietary or sensitive.

#### **2.5 Exclusions from Confidential Information:**

Confidential Information does not include information that:

- Is or becomes publicly available through no fault of the Receiving Party.
- Was already known to the Receiving Party prior to disclosure by the Disclosing Party, as evidenced by written records.
- Is independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information.
- Is lawfully obtained from a third party without restriction on disclosure.

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### **3. Non-Disclosure Obligations**

#### **3.1 Obligations of Rational Gates**

The Company agrees:

- To maintain the confidentiality of all Confidential Information disclosed by the Client.
- Not to disclose, reproduce, or share such information with any third party without the Client's prior written consent, except as required by law.
- To use Confidential Information solely for the purpose of providing the Services.

#### **3.2 Obligations of the Client**

The Client agrees:

- To maintain the confidentiality of any proprietary resources, templates, methods, or similar intellectual property disclosed by Rational Gates.
- Not to share or distribute such materials without the prior written consent of Rational Gates.

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### **4. Post-Services Confidentiality**

The Parties agree to uphold the confidentiality of all materials and information described under Clause 2 following the completion of the Services.

#### **4.1 Return or Destruction of Materials**

- The Client agrees to either return or securely destroy all confidential materials provided by the Company within **three (3) months** of the completion of the Services.
- Similarly, Rational Gates agrees to return or securely destroy any confidential materials belonging to the Client within the same timeframe.

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### **5. Exceptions to Non-Disclosure**

Confidentiality obligations shall not apply to information that:

**5.1** Is in the public domain through no fault of the receiving Party.

Was known to the receiving Party prior to disclosure by the disclosing Party.

**5.2** Is disclosed to the receiving Party by a third party legally entitled to make such disclosure.

**5.3** Is required to be disclosed by law, court order, or government regulation.

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## **6. Responsibilities of the Parties**

- **Rational Gates' Responsibilities:**

The Company agrees to provide services with due diligence, professional care, and expertise, ensuring the Client receives outputs aligned with the agreed scope and expectations.

- **Client's Responsibilities:**

The Client remains responsible for actively participating in project progress, providing feedback, and requesting adjustments to the deliverables to ensure alignment with their needs.

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## **7. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the **Province of Ontario, Canada**. Any disputes arising under this Agreement shall be subject to the **exclusive jurisdiction of the courts of Ontario**.

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## **8. Term and Termination**

This Agreement shall remain in effect:

- From the Effective Date until the completion of the Services, and
- For an additional period of **three (3) years** thereafter with respect to the non-disclosure obligations outlined in Clauses 2, 3, and 4.

Either Party may terminate this Agreement in writing at any time, provided that all confidentiality obligations remain in effect as outlined above.

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## **9. General Provisions**

**9.1 No License Granted:** Nothing in this Agreement shall be construed as granting a license or transfer of ownership for any intellectual property or proprietary materials shared under this Agreement.

**9.2 Entire Agreement:** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter and supersedes any prior agreements, whether written or oral.

**9.3 Amendments:** This Agreement may only be modified in writing, signed by both Parties.

**9.4 Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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**10. Acceptance and Execution**

By signing below, the Parties acknowledge that they have read, understood, and agreed to the terms of this Agreement.

**For Rational Gates**

**Name:** \_\_\_\_\_

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

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

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

**For the Client**

**Name:** \_\_\_\_\_

**Title/Role (if applicable):** \_\_\_\_\_

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

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

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