

Mutual Confidentiality Clause

Consulting Contract Template

This Mutual Confidentiality Clause ("Clause") is entered into as part of the Consulting Contract ("Agreement") between the undersigned parties ("Consultant" and "Client").

1. Definition of Confidential Information

For purposes of this Clause, "Confidential Information" means any non-public, proprietary, or confidential information, whether oral, written, electronic, or in any other form, disclosed by either party to the other in connection with this Agreement.

2. Obligations of Confidentiality

Both parties agree to hold all Confidential Information in strict confidence and not to disclose such information to any third party without the prior written consent of the disclosing party.

3. Permitted Use

Each party may use Confidential Information solely as necessary to perform its obligations under this Agreement.

4. Exceptions

Confidential Information does not include information that:

- Was already known to the receiving party without restriction before disclosure;
- Is or becomes publicly available through no fault of the receiving party;
- Is received from a third party without a duty of confidentiality;
- Is independently developed without reference to the Confidential Information.

5. Compelled Disclosure

If required by law, the receiving party may disclose Confidential Information, provided the disclosing party is promptly notified in writing (to the extent legally permitted).

6. Return or Destruction of Information

Upon termination of this Agreement or upon written request, each party will promptly return or destroy all Confidential Information belonging to the other party.

7. Term

These confidentiality obligations shall survive for two (2) years following the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Clause as of the date of the Agreement.

Client

Consultant