

# 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.

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Client

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Consultant