

# Confidentiality and Access to Information Clause

## 1. Confidential Information

For the purposes of this Agreement, "Confidential Information" shall mean all non-public, proprietary or confidential information, whether oral, written, electronic, or in any other form, disclosed by either party to the other, including but not limited to business operations, trade secrets, strategies, and client or customer details.

## 2. Obligations of Confidentiality

Each party agrees to maintain the confidentiality of all Confidential Information and to use it solely for the purposes set forth in this Agreement. Neither party shall disclose Confidential Information to any third party without the prior written consent of the disclosing party, except as may be required by law.

## 3. Exclusions

The obligations herein shall not apply to information that (a) is or becomes publicly available other than through a breach of this Agreement; (b) was lawfully known to the receiving party prior to disclosure; (c) is received from a third party without breach of any duty of confidentiality; or (d) is independently developed without use of or reference to any Confidential Information.

## 4. Access to Information

Access to Confidential Information shall be limited to employees, agents, or representatives of the receiving party who have a legitimate need to know such information for the performance of this Agreement and who are bound by confidentiality obligations no less stringent than those contained herein.

## 5. Duration

The obligations of confidentiality and restricted use shall survive the termination or expiration of this Agreement for a period of two (2) years, unless otherwise agreed in writing by both parties.

## 6. Remedies

In the event of any unauthorized disclosure or use of Confidential Information, the disclosing party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

## Important Notes

- Clearly define what is considered "Confidential Information" in your context.
- Specify the duration of confidentiality obligations suited for your agreement.
- Review relevant local laws regarding the handling of sensitive or personal data.
- This clause may need to be adapted for sector-specific regulatory requirements.
- Ensure all parties understand the penalties for breach of confidentiality.