

Declaration of confidentiality

of

company name: _____

address: _____

register number: _____

- hereinafter referred to as „information receiver” -

to

ERGO Insurance NV / DKV Belgium NV

Rue de Loos 25

1000 Brussels

- hereinafter referred to as „ERGO” -

- both collectively hereinafter referred to as “the contracting parties” -

1. Scope, subject matter

In connection with the examination of a cooperation and/or contract negotiations and/or an invitation to tender and/or deliveries of goods and/or works or services, ERGO may make confidential information available to the information receiver.

The purpose of this confidentiality obligation is to protect confidential information. However, ERGO is not obliged to provide confidential information. The provisions of this Declaration apply if confidential information is provided to the information receiver by ERGO, affiliated entities (as defined under Article 1:20 of the Belgian Code of Companies and Associations), or by third parties (e.g. consultants) on behalf of these companies.

This confidentiality obligation applies to all current and future calls for tender and mandates by ERGO in which the information receiver participates. It does not entitle the information receiver to be taken into account in invitations to tender or in the award of services.

2. Confidential Information

Confidential information within the meaning of this Declaration of confidentiality (herein referred to as “confidential information”) are

- a) Any technological, business, financial, operational, strategic or other information about ERGO or about its customers, consultants, directors or employees, which is brought to attention of the information receiver or made available to him orally, in writing or electronically within the framework of invitations to tender, mandates or in a joint dialogue. This applies regardless of whether the information is marked as confidential or not.

The transmission of confidential information may take place by written notification, handover of information carriers, authorization to access information (e.g. to a data bank), orally, by handover of samples/test material/products or by visual/electronic transmission.

- b) The circumstance that the contracting parties are examining a cooperation, conducting contract negotiations, are involved in an invitation to tender and/or exchange deliveries of goods and/or works or services.

3. Confidentiality obligation

Unless otherwise provided in article 4, the information receiver is obliged

- a) to keep confidential information secret and not to disclose it to third parties without ERGO's prior written authorization;
- b) to protect confidential information against publication and disclosure, and to take all reasonable security precautions to keep the confidential information confidential;
- c) to use confidential information only for internal purposes of the examination of a cooperation and/or in the context of the respective invitation to tender and/or implementation of the respective contractual relationship;
- d) to make the confidential information available only to those employees, bodies, representatives, consultants or other vicarious agents who absolutely need access to the confidential information and its evaluation within the scope of the tender or contract ("need-to-know principle");
- e) to disclose confidential information to the persons entitled under article 3. lit. d) only to the extent necessary in view of the discussions and/or invitations to tender that are taking place and/or within the framework of the respective execution of the contract;
- f) to refrain from disclosing to any third party any confidential information comprising a trade secret of ERGO, or any confidential information of any other party to whom ERGO owes an obligation of which the information receiver is aware or reasonably should have been aware.

For the purpose of this Declaration, "disclosing" information includes making it available in any way, whether deliberately or not.

In addition, the information receiver undertakes to oblige persons authorized under this confidentiality obligation, to maintain confidentiality to the extent specified above and is responsible for compliance with the obligations arising from this confidentiality obligation by such persons as if they themselves were obligated under this Declaration of confidentiality. For the purposes of this Confidentiality obligation, any actions of the persons referred to in Section 3 lit. d) shall be deemed to be the information receiver's own actions.

The information receiver is obliged to inform ERGO immediately if it learns of a breach of confidentiality by a natural or legal person to whom it has passed on confidential information or parts thereof or which it has learned of in an unauthorized manner. The information receiver shall provide ERGO with all the support that can reasonably be expected in any action that ERGO will initiate against such a natural or legal person, company name or company on account of a breach of confidentiality. The information receiver shall cooperate with ERGO in every reasonable way to help ERGO regain possession of the confidential information and prevent further unauthorized use or disclosure.

4. Exceptions

The Confidentiality obligation does not apply, provided that

- a) the information receiver was demonstrably aware of the confidential information prior to disclosure by ERGO or any company or person referred to in article 1, or
- b) the confidential information was demonstrably known or publicly available to the public prior to disclosure; or

- c) the confidential information verifiably became known or generally accessible to the public after communication without the involvement or fault of the information receiver; or
- d) the confidential information has been demonstrably disclosed or made accessible to the information receiver at any time by a third party authorized to pass on the information, or
- e) the confidential information has been verifiably released in writing for disclosure to third parties in accordance with this Declaration. In such a case, the information receiver shall not use any confidential information of ERGO for any other purposes than those expressly authorized by ERGO.

If the information receiver is required by law or by an order of a court or competent authority to disclose confidential information, the obligation of confidentiality shall not apply only to the extent that the disclosure of confidential information is absolutely necessary to comply with the mandatory law or order. In such a case, the information receiver is obliged to inform ERGO immediately in writing and, in agreement with ERGO, to take all reasonable measures to reject disclosure requirements and/or to ensure the confidentiality of the information prior to disclosure.

5. Data protection

The information receiver is obliged to comply with the provisions of the EU General Data Protection Regulation (GDPR) and the Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and other implementing acts of the GDPR within its area of responsibility.

6. Return of confidential information

If there is no cooperation after the respective invitation to tender and/or in the event of failure of contractual negotiations and/or termination of the respective contractual relationship and/or at ERGO's written request, the information receiver is obliged to

- a) destroy or return to ERGO all documents and all other materials (including computer material) or parts thereof which contain or reflect confidential information, together with all copies and records in the possession or under the control of the information receiver or its advisers and employees and which are in a form which may be issued or destroyed; and
- b) delete all confidential information from all computers or similar devices in which confidential information was stored or programmed by the information receiver or his vicarious agents.

At ERGO's request, the information receiver must immediately confirm in writing that it has fulfilled the obligations set out in article 6 a) and b).

7. Disclaimer, Rights

ERGO is not liable for losses arising from the use of confidential information transmitted under this confidentiality obligation.

No licenses for intellectual property rights (including patents, trademarks or copyrights) and no rights of use and exploitation for information protected by copyright are granted by this Declaration or by confidential information made available within the scope of this Declaration. ERGO remains the sole and exclusive owner of the rights to the confidential information transmitted to or brought to the knowledge of the information receiver.

8. Subcontractors

If the information receiver intends to use subcontractors within the framework of a cooperation to be concluded and/or within the framework of the execution of a contractual relationship, upon prior written approval from ERGO, and if it is necessary in the course of the examination and negotiation of the cooperation to provide these subcontractors with confidential information provided by ERGO, the information receiver shall impose the confidentiality obligations of this Declaration on the subcontractors and shall be liable for any breach of these obligations by subcontractor.

9. Contractual penalty

In the event of culpable infringement of these confidentiality obligations, the contractual partner shall pay a contractual penalty to ERGO for each case of infringement. For each breach of this Declaration by the information receiver, the information receiver shall owe ERGO a fixed indemnity of minimum 10.000,00 EUR.

The abovementioned contractual penalty will be due notwithstanding the right of ERGO to claim a higher indemnity. Payment of this indemnity will not exempt the information receiver from any of its obligations under this Declaration.

The aforementioned does not limit the right of ERGO to file for additional measures, among which an order to compel the information receiver to cease and desist all unauthorized use or disclosure of confidential information.

10. Term

The confidentiality obligation arising from this declaration continues for 10 years after the end of the business relationship between the contracting parties. In the event that no business relationship has been established, the confidentiality obligation ends 10 years after the end of the last negotiations/talks or call for tenders.

11. Miscellaneous

Amendments and supplements to this declaration must be made in writing in order to be valid. This shall also apply to any amendment of this requirement for written form.

This declaration and all rights and obligations stipulated therein are subject to the law of the Kingdom of Belgium, with exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with this Declaration (including any dispute relating to any non-contractual obligations arising out of or in connection with this Declaration) shall be brought exclusively before the Dutch-speaking courts of Brussels, Belgium.

Should individual provisions of this declaration be or become invalid or contain a loophole, the remaining provisions shall remain valid. In this case, the parties undertake to agree on a valid provision to replace the invalid provision which comes as close as possible to the economically intended meaning and purpose of the invalid provision in the context of the declaration

(Company name of information receiver)

(Place, Date)

Signature(s)

(Name in block letters)