

Confidentiality

Unless otherwise requested by the client, the following rules on confidentiality and data protection apply:

1 All statements made orally or in writing by the purchaser to the supplier or material provision as well as information made available (including features that can be found in any objects, documents or software handed over and other knowledge or experience) are to be kept secret insofar as they relate to Relate previous, current and future research and development work and the business activities of the customer as well as the results of the services provided by the supplier on the basis of this contract, insofar as this information has not already been published by the customer.

2 Unless it is necessary for the fulfillment of the obligations, the supplier and his employees are prohibited from inspecting documents, files, drawings, electronic and other documents and from opening cupboards, desks and other containers in the premises of the customer to browse. In the event of non-compliance, the contractor is obliged to replace the employee concerned immediately.

3 The contractor will take suitable measures to back up data and protect its IT systems from programs with damaging functions (viruses) and access by unauthorized third parties in order to protect information received from the customer and the results created for the customer from loss, modification, disclosure or access by unauthorized persons To adequately protect third parties.

4 The contractor is obliged to record, maintain and process all personal data in such a way that a violation of the applicable statutory provisions is prevented. Such personal data may only be processed for the purpose of fulfilling, managing and monitoring the contract. If the supplier acts as a data processor, he may only act on legally compliant instructions from the purchaser. If data is processed outside the European Economic Area (EEA) in a country that does not have an adequate level of protection for personal data, the data transfer can only take place after the conclusion of an agreement that meets the EU requirements for the transfer of personal data to data processors outside of the EEA (EU Model Clauses).

5 After the end of the contract, all confidential information received in physical form or stored on a data carrier must be returned by the customer upon written request. The obligation to return also applies to any copy, copy or other recording, in particular on a data carrier.

6 If the contractor makes use of third parties (in compliance with written notice of delay) in performing the services, the contractor must oblige these third parties to comply with the regulations contained in this section.

7 The contractor will not use the know-how and other trade and business secrets obtained from the customer during the cooperation for third parties or beyond the scope of the commissioned work or service.

8 The obligations under this provision are to be maintained for a period of ten (10) years from the time the contract is concluded.