

CONFIDENTIALITY DECLARATION

[Guidance note: Suppliers that want to participate in the tender procedure for the provision of actuarial services for the ECB Pension arrangements will receive the tender documentation after having signed this confidentiality declaration. Therefore, suppliers are kindly requested to complete the fields in square brackets, delete this guidance note and to send the signed declaration together with the request for the tender documentation to: Central Procurement Office, European Central Bank either: by fax (fax number: +49-69-13447100) or as a pdf attachment by email (email address: procurement@ecb.europa.eu)].

[Name and address of the supplier]
(the 'Supplier')

intends to participate in the tender procedure for the provision of actuarial services for the ECB Pension arrangements and will receive confidential information from the ECB for the preparation of its tender.

The Supplier herewith declares to abide by the following obligations:

1. The Supplier shall treat in strictest confidence and not divulge to unauthorised persons any information, data or documents concerning the ECB, its staff or the procurement procedure which the ECB has designated orally or in writing as 'restricted', '(strictly) confidential' or 'secret' or which a reasonable person would consider to be confidential ('Confidential information'). Confidential information shall not include information, data and documents: (a) that are or become publicly available, except through a breach of confidentiality by the Supplier; (b) the disclosure or use of which has been authorised by the ECB in writing; (c) the disclosure of which is required by law.
2. The Supplier shall use such Confidential information only for the preparation of its tender and not use or exploit such Confidential information for its own benefit or for the benefit of any other person.
3. The Supplier shall store properly documents classified as Confidential information, which the ECB makes available to it or which it receives from third parties, and shall ensure that unauthorised persons have no access to Confidential information.
4. If the Supplier discloses Confidential information or if the Supplier has not taken appropriate measures restricting access to Confidential information, the ECB may claim for each breach for

which the Supplier is responsible a penalty up to an amount of EUR 50 000. Within this limit the ECB shall fix the amount using equitable discretion taking into account the seriousness of the breach and the damage caused to the ECB. This penalty does not prevent the ECB from claiming further damages or from taking other legal measures.

5. The Supplier shall continue to be bound by the obligations laid down in this declaration after the end of the procurement procedure.
6. The Supplier shall ensure that its agents, staff, business partners and any other person that the Supplier involves in the preparation of its tender maintain confidentiality to the same extent.
7. Should the ECB and the Supplier be unable to reach agreement on any dispute arising out of this declaration of confidentiality, the matter in dispute shall be referred to the exclusive jurisdiction of the competent court in Frankfurt am Main.
8. This declaration shall be governed by and interpreted under German law.

Agreed:

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Place and Date

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*[Name and signature of the legally authorised
representative of the Supplier]*