

CONFIDENTIALITY DECLARATION

Mr /Ms [Name of contractor's staff member]
(the 'Contractor's staff member')

who is is deployed to the ECB by

[Name of the contractor for which the Contractor's staff member is working]
(the 'Contractor')

herewith declares with regard to *[PRO-009526 Digital Euro Offline Strategy and Design]* with the European Central Bank (the 'ECB') that he/she undertakes to abide by the following obligations:

1. The Contractor's staff member shall treat confidential information in the strictest confidence and shall not disclose it to unauthorised persons. Confidential information means any information, data or documents that the ECB has classified, orally or in writing, as 'ECB-Restricted', 'ECB-Confidential' or 'ECB-Secret', or which a reasonable contractor would consider to be confidential ('Confidential information'). Confidential information shall not include (i) information which is or which becomes publicly available, except through a breach of confidentiality by the Contractor; (ii) information for which the ECB has given written authorisation for disclosure; or (iii) information which is required to be disclosed by law.
2. The Contractor's staff member shall use such Confidential information only for the purposes for which it is disclosed and shall not use it for its own or another person's benefit.
3. The Contractor's staff member shall store properly and prevent unauthorised access to all Confidential information which the ECB makes available to him/her or which he/she receives from the Contractor or third parties for the performance of the Contract.
4. On termination of the Contract or an Order, the Contractor's staff member shall destroy all copies (in whatever form) of Confidential information he/she has produced or received in connection with the Contract or an Order, or return it to the ECB without undue delay, if the ECB requests the Contractor or the Contractor's staff member to do so.

5. The Contractor's staff member shall maintain caution in relations with interest groups and the media. The Contractor's staff member shall refer all requests for information from the general public or the media connected with the performance of the Contract to the ECB.
6. When working on the ECB's premises, the Contractor's staff member shall not take Confidential information outside the ECB's premises. If, exceptionally, the Contractor's staff member is authorised to take Confidential information outside the ECB or if the Contractor's staff member works remotely, he/she shall take all reasonable measures to ensure that unauthorised persons do not obtain access to such documents. Furthermore, the Contractor's staff members shall not forward such Confidential information by e-mail, fax or any other means to any external party unless explicitly authorised to do so.
7. If the Contractor's staff member discloses Confidential information or if the Contractor's staff member has not taken appropriate measures restricting access to Confidential information, the ECB may claim a contractual penalty of up to 20% of the net Contract value for each breach of confidentiality; whereby the total sum of all contractual penalties under the Contract shall not exceed 20% of the net Contract value during the term of the contract] for which the Contractor is responsible, including for disclosure of Confidential information and failure to take appropriate measures to prevent unauthorised access to Confidential information. The ECB shall use equitable discretion when fixing the amount of a penalty, taking into account the seriousness of the breach and the damage caused to the ECB. At the Contractor's request, the amount of a penalty shall be subject to review by a competent court. The imposition of a penalty shall not prevent the ECB from claiming further damages, taking the contract penalty into account, or from terminating the Contract with immediate effect.
8. The Contractor's staff member shall continue to be bound by the obligations laid down in this declaration after the termination of his/her contractual relationship with the Contractor.
9. Should the ECB and the Contractor's staff member be unable to reach agreement on any dispute arising out of this confidentiality declaration, the matter in dispute shall be referred to the jurisdiction of the competent court in Frankfurt am Main.
10. This declaration shall be governed by and interpreted under German law.

Agreed:

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Place and Date

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[Name of the Contractor's staff member]