



European  
Automobile  
Manufacturers  
Association



## **Annex 2 - Confidentiality Statement**

**Latest Update: February 22<sup>nd</sup>, 2019**

*Each of the members and the EATA acknowledge that they will receive “confidential information” from the others in the course of the activities of the association. “Confidential information” means all information of the EATA and its members, as well as their members and associated companies, including without limitation, information relating to the research, development, business plans, marketing, operations, finances, personal data of any such party, which is disclosed directly or indirectly to the association or its members in the course of any activities of the association, whether in writing (physically or electronically) or orally, and which is designated as proprietary or confidential or if originally disclosed orally, provided that it is confirmed in writing as being confidential information by the disclosing Party within thirty(30) days after oral disclosure. Confidential information shall include information created by any activity of the association, unless expressly identified as unrestricted.*

*Member Group means the Member, its members and Affiliates and together with the directors, employees and agents of each of those. Affiliates means any subsidiary or holding company of an entity, any subsidiary of any of its holding companies and any partnership, company or undertaking (whether incorporated or unincorporated) in which an entity has the majority of the voting rights or economic interest.*

*Each Member shall for a period of five (5) years from the date of disclosure keep in confidence and trust all such confidential information and will make no use of any confidential information except as is necessary for the purpose for which it was disclosed. Each Member shall disclose the other party’s confidential information only to its officers, employees, contractors, consultants, other members, the Member Group and the EATA with a need to know for the purpose and who have entered into confidentiality agreements sufficient to prohibit further unauthorised use or disclosure by such persons of the confidential information.*

*Each recipient of confidential information shall use the same measures to protect the disclosing party’s confidential information as it uses to protect its own most sensitive information, but this shall be no less than the use of reasonable care. Information shall not be deemed confidential information and no obligation concerning the use or disclosure of such shall attach to any information, which: (a) is or becomes publicly known through no fault of the recipient; (b) is or becomes known to the recipient from a third party source other than the disclosing party without duties of confidentiality attached and without breach of any agreement between the disclosing party and such third party; (c) is furnished to others by the disclosing party without restriction on disclosure; or (d) was independently developed by the recipient without the benefit of the confidential information.*

*Nothing in the Operating Principles shall prevent a party from disclosing confidential information to the extent it is legally compelled to do by any governmental, investigative or judicial agency (“Agency”) pursuant to proceedings over which such Agency has jurisdiction, provided, however, that prior to any such disclosure, that party shall (i) assert the confidential nature of the confidential information to the Agency, (ii) immediately notify the disclosing party in writing of the Agency’s order or request to disclose; and (iii) cooperate fully with the disclosing party if possible, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.*