

Videoton Elektro-PLAST Kft. Confidentiality clause

Valid from: 01 June, 2011. and overrules all previous versions

WHEREAS, the Confidential Information covered by this confidentiality clause involves any and all financial breakdowns, totals and calculations, as well as supplier details such as business activities, commercial data, concepts and ideas, etc. disclosed in the present quotation or during negotiations or correspondence about the present quotation.

WHEREAS, the Confidential Information is proprietary of VIDEOTON HOLDING ZRt. (principal place of business is H – 8000 Székesfehérvár, Berényi út 72-100.) and/or its subsidiaries.

WHEREAS, VIDEOTON HOLDING ZRt. and/or its subsidiaries are willing to provide the Recipient with Confidential Information provided that the Recipient keeps such Confidential Information protected according to the present confidentiality clause.

NOW THEREFORE, by initiating or participating in any form of communication with VIDEOTON HOLDING ZRt. and/or its subsidiaries about the present quotation the Recipient accepts the confidentiality terms and conditions through implied conduct as follows:

1. The Recipient shall use the Confidential Information only for the purpose(s) of evaluation of business opportunities with VIDEOTON HOLDING ZRt. and/or its subsidiaries and will not use the Confidential Information for its own corporate purposes or otherwise, save for the cases stipulated by this present confidentiality clause.
The Recipient shall protect the Confidential Information by using the same degree of care – but not less than a reasonable degree of care to prevent the unauthorized use, dissemination or publication thereof – as Recipient uses to protect its own information of a like nature.
The Recipient shall restrict disclosure of Confidential Information solely to its employees and consultants who have a need to know the same facilitating the said purpose(s) of this confidentiality clause and who are legally or contractually restricted from disclosing the Confidential Information under terms at least as restrictive as those stated herein.
2. This confidentiality clause imposes no obligation upon Recipient with respect to information that: (i) is verified by appropriate documentary evidence to have been in Recipient's possession before receipt from VIDEOTON HOLDING ZRt. and/or its subsidiaries; (ii) is or becomes a matter of public knowledge through no fault of Recipient; (iii) is rightfully received by Recipient from a third party without duty of confidentiality; (iv) is verified by appropriate documentary evidence to have been developed by Recipient independently from any Confidential Information received from VIDEOTON HOLDING ZRt. and/or its subsidiaries; (v) is disclosed under operation of law pursuant to order of a court or governmental authority, provided that sufficient notice is given by the Recipient to VIDEOTON HOLDING ZRt. and/or its subsidiaries of any such order affording the opportunity to seek exemption therefrom; or (vi) is disclosed by Recipient with VIDEOTON HOLDING ZRt. and/or its subsidiaries' prior written approval.
3. VIDEOTON HOLDING ZRt. and/or its subsidiaries warrant that they have the right to make the disclosures under this confidentiality clause. NO OTHER WARRANTIES ARE MADE AND ANY INFORMATION EXCHANGED UNDER THIS CONFIDENTIALITY CLAUSE IS PROVIDED „AS IS”.
4. This confidentiality clause imposes no obligation (i) on VIDEOTON HOLDING ZRt. and/or its subsidiaries to disclose Confidential Information; and (ii) on either party to purchase, sell, license, transfer or otherwise dispose of any technology, service(s) or product(s) from, with or through, or to enter into any subsequent agreement(s) with, the other party.

This confidentiality clause does not create any agency, partnership, joint venture or other form of business relationship between VIDEOTON HOLDING ZRt. and/or its subsidiaries and the Recipient.

5. This confidentiality clause will continue in effect (a) until the parties replace the same by an appropriate confidentiality article of the written and duly signed contract on their business relationship or cooperation; OR (b) for 3 (three) years reckoned from the date of receipt of the present quotation, if the parties do not establish a business relationship or cooperation based hereon.
6. This confidentiality clause is made under, and shall be construed according to the laws of Hungary. The Hungarian Courts have exclusive jurisdiction in any legal proceedings relating hereto.

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