

CONFIDENTIALITY AGREEMENT OVERVIEW

In order to maintain a trusted and open environment, all participants within an ETIS activity are required to abide by the following rules as each company (henceforth known as "party") will be receiving confidential information in respect to the other party's (including its Affiliates) operations and services, the marketing or promotion of products and services, business policies and practices, technical information and other matters.

THEREFORE, all parties do hereby agree as follows:

ARTICLE 1: DEFINITIONS AS USED IN THIS AGREEMENT

- (a) "Confidential information" refers to all information or materials furnished by the Disclosing party to the Receiving party orally or in electronic form, which is not publicly available.
- (b) "ETIS Activities" constitute any physical meeting, workshop, webinar or other gathering of the ETIS Community organised by the ETIS Central Office for the purpose of fulfilling the mission of ETIS under the ETIS brand.
- (c) "ETIS Community" refers to the partners, supporting parties, collaborators and invited guests that participate in ETIS Activities.
- (d) "Representatives" means anyone employed by the parties or their affiliates.
- (e) "Affiliate" means a company controlling, controlled by or under common control, with a party.
- (f) "Receiving parties" means the parties receiving Confidential information, including any Affiliate of such other party.
- (g) "Disclosing party" means the party disclosing the Confidential information to the other parties.

ARTICLE 2: RESTRICTED USE

2.1 All information disclosed during an ETIS activity will by default be considered Confidential information unless already made publicly available by the Disclosing party.

2.2 Unless otherwise stated according to a specific code of conduct of a working group (i.e. the ETIS CERT-SOC Telco Network always falls under TLP:AMBER or TLP:RED information classification (<https://www.us-cert.gov/tlp>), unless explicitly stated otherwise by the Disclosing party.) Information shared during ETIS activities is considered confidential information. Receiving parties are thus only able to use the information received internally.

2.3 If the information classification needs to be classified differently, the responsibility of notifying the Receiving parties rests on the Disclosing party prior to sharing the information.

2.4 If the information classification needs to be further restricted (i.e. to only Telecommunication Operators or non-Competitors,) the responsibility of notifying the ETIS Central Office rests on the Disclosing party prior to sharing the information and in a reasonable amount of time to inform those impacted within the ETIS Community.

2.5 The Confidential information shall be used solely by the Receiving party and its representatives and shall not otherwise be used in a manner detrimental to the Disclosing party.

2.6 The Receiving party shall not disclose the Confidential information to any person other than as permitted hereby, and shall safeguard the Confidential Information from unauthorized, third-party disclosure. The Receiving party will be fully responsible for any breach of this Agreement by itself or any of its Representatives.

2.7 The parties further acknowledge and agree that the non-breaching Disclosing party will be entitled to pursue its full legal rights against the receiving party in the event of a breach of this Agreement.

ARTICLE 3: ETIS AS A RECEIVING PARTY

3.1 ETIS will not share any information exchanged during ETIS activities outside of the ETIS Community (which includes trialing partners and supporting parties) and only according to the information classification as set by the Disclosing party, unless authorisation is given by the disclosing party.

3.2 The Disclosing party reserves the right to further restrict the dissemination of this information prior to the disclosure through an explicit request, otherwise the default classification of that working group will be respected.

3.3 The parties further acknowledge and agree that ETIS bears no responsibility in the event of a breach of this Agreement by a receiving party other than the ETIS Central Office.

ARTICLE 4: NOTICE PRECEDING COMPELLED DISCLOSURE

If the Receiving party or its representatives are requested or required by legal process to disclose any Confidential information, the Receiving party shall promptly notify the ETIS Central Office and the Disclosing party of such request.