

Confidentiality Agreement

is entered into

between **Ltd.** (residence: Budapest,)

(hereinafter: “**the Agency**”),

and **Ltd.** (residence: Budapest,)

(hereinafter: “**the Client**”), (both hereinafter: “**the Parties**”).

The terms and conditions agreed shall be as follows:

1. The Client announces a tender on the marketing communications campaign (integrated, creative, ATL, BTL, online), in which the Agency participates, hence it places an offer to carry out these services. During the tender process the Agency discloses confidential information qualifying as trade secrets or as know-how to the Client.
2. Furthermore, the Parties state that during the marketing communication campaigns (integrated, creative, ATL, BTL, online) the Client can also disclose data and information qualifying as trade secrets in order to enable the Agency to place an offer. Before the disclosure of the data and information qualifying as trade secrets the Client shall inform the Agency that the data and information they receive qualify as trade secrets.
3. In accordance with this Confidentiality Agreement during the tender procedure the Client shall handle the content of the Agency’s offer and all the disclosed information as trade secrets. The Client acknowledges that this Confidentiality Agreement extends also to their employees, their contractors and their business partners.
4. The Agency shall also handle all trade secrets disclosed by the Client confidentially during the tender procedure. The Agency acknowledges that this Confidentiality

Agreement extends also to their employees, their contractors and their business partners.

5. With regard to the above, the Client shall keep confidential all of the research, the analyses, the concepts, the models, the ideas, the creative concepts, the drafts, the graphics, the written pieces, the films or other documents that contain or refer to information concerning the offer disclosed by the Agency. The Client is permitted to use all the information and documentation concerning the offer disclosed by the Agency solely during the tender procedure and for the purpose allowed by the Client.
6. The Agency is permitted to use all the trade secrets disclosed by the Client during marketing communication campaigns (integrated, creative, ATL, BTL, online) solely during the tender procedure and for the purpose allowed by the Client.
7. The Client acknowledges that the offer made by the Agency is the intellectual property of the Agency, hence any particular or any original part as well as the offer as a whole is under copyright protection. The Agency can agree to the use of works under copyright protection solely within the framework of its own offer, otherwise payment of a royalty fee is required.
8. Cases not regulated by this Agreement are subject to the regulations of the Civil Code and the Act No. LXXVI. of 1999 on Copyright law.

Budapest, _____ 2011

Agency	Client
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