

Confidentiality Agreement



Confidentiality obligation for service providers of a professional secret holder

In connection with the performance of the contract concluded between WOLTERS KLUWER and the customer, WOLTERS KLUWER may, in the course of its activities, come into contact with information to which the customer's obligation of professional secrecy applies. The professional duty of confidentiality for lawyers arises from Sections 43a (2), 43e BRAO, 2 BORA, for notaries from Sections 18 and 26a BNotO, for tax advisors from Sections 57, 62a StBerG and for auditors from Sections 1 and 2 of the German Tax Advisory Act (Steuerberatergesetz, StBerG). 2, 43e BRAO, 2 BORA, for notaries from §§ 18 and 26a BNotO, for tax advisors from §§ 57, 62a StBerG and for auditors from §§ 43, 50 WPO, 43 BS WP/vBP.

With regard to this information, WOLTERS KLUWER undertakes to maintain confidentiality towards the customer as follows:

1. WOLTERS KLUWER acts as a service provider in the professional activities of the customer, who is subject to professional confidentiality obligations, as a software provider and IT service provider. WOLTERS KLUWER shall maintain confidentiality regarding third-party secrets made available to WOLTERS KLUWER by the customer, being aware of the criminal consequences of a breach of confidentiality pursuant to Section 203 of the German Criminal Code (StGB) (imprisonment for up to one year or a fine) and other applicable legal provisions.
2. The customer shall only allow WOLTERS KLUWER access to third-party secrets to the extent necessary for WOLTERS KLUWER to fulfill its contractual obligations. In return, WOLTERS KLUWER undertakes to only obtain knowledge of third-party secrets to the extent necessary for the fulfillment of its contractual obligations.
3. WOLTERS KLUWER is entitled to engage third parties (in particular subcontractors). When engaging third parties, WOLTERS KLUWER undertakes to oblige them in writing to maintain confidentiality, informing them of the criminal consequences of a breach of duty, insofar as they could gain knowledge of third-party secrets within the scope of their contractual activities within the meaning of this agreement.
4. WOLTERS KLUWER shall instruct the employees assigned to fulfill the contract with the customer in writing and oblige them to maintain professional secrecy, unless they are themselves bound to secrecy by law and/or professional regulations in accordance with Section 203 of the German Criminal Code (StGB). The instruction shall include, in particular, the criminal liability for a breach of the duty of confidentiality pursuant to Sections 203 (4) and 204 of the German Criminal Code (StGB).
5. The employees assigned by WOLTERS KLUWER to fulfill the contract with the customer
 - may only obtain knowledge of client secrets to the extent necessary to fulfill their contract with the customer;
 - are obliged to maintain confidentiality regarding third-party secrets made available to them by the customer;
 - are obliged to maintain confidentiality towards third parties regarding everything that becomes known to WOLTERS KLUWER in connection with the performance of the contract with the customer; this applies in particular to information about the customer's clients and mandates (client secrets), the fact that the customer has been granted a specific mandate, the internal office conditions and the personal, economic, and tax circumstances of the customer.
6. This agreement shall remain in force for as long as the customer is subject to professional secrecy.
7. This confidentiality obligation applies to everyone and beyond the end of the contractual relationship with the customer.