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**Confidentiality of OSRAM Documents, other Confidential Information and the Business Relationship with OSRAM**

Dear Madam/ Sir,

When initiating and managing a procurement and supply relationship with OSRAM GmbH and/or its Affiliate(s)<sup>1)</sup> (“**OSRAM**”), the disclosure to our suppliers of confidential technical, business or other commercially sensitive information is generally inevitable.

In order to safeguard against this inevitability, OSRAM requires a prior confirmation of our suppliers’ agreement to protect the confidentiality of such information.

We would like to handle this matter in a general procedure and kindly request that you, as a supplier to OSRAM, return the completed and signed Confirmation within two weeks to your OSRAM contact point.

Kind regards

1) “Affiliate” means for the purpose of this Supplier’s Confirmation in case of OSRAM OSRAM Licht AG and all entities which are controlled by OSRAM Licht AG and in case of our suppliers, all entities which are controlled by such suppliers, in both cases whether directly or through one or more intermediaries for the term such control continues. For the purpose of this definition, “controlled” means ownership of securities representing fifty per cent (50%) or more of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority, or any other power by contract or in any other form which entitles such named entity to the respective voting rights.

(Supplier)

OSRAM a.s.  
 GSS Procurement  
 Komárnanská cesta 7  
 SK 94093 Nové Zámky

### Confidentiality of OSRAM Documents, other Confidential Information and the Business Relationship with OSRAM – Supplier’s Confirmation

Supplier hereby acknowledges and confirms as confidential all specifications, materials, samples, processes and other technical, business or commercial information, and any information derived therefrom (“**Confidential Information**”) that Supplier and/or its Affiliates<sup>1)</sup> received or will receive from OSRAM GmbH and/or its Affiliates (“**OSRAM**”) for the purpose of initiating and managing a procurement and supply relationship with OSRAM, including any fulfillment of orders placed by OSRAM and all discussions, enquiries, technical feasibility tests and evaluations related thereto (“**Purpose**”) and Supplier agrees to:

- only use the Confidential Information for the Purpose;
- only circulate the Confidential Information internally amongst Supplier’s and Supplier’s Affiliates’ employees who have a need to know the Confidential Information in connection with the Purpose;
- not disclose the Confidential Information to third parties without written consent of OSRAM; and
- immediately return the Confidential Information to OSRAM in case of a written request by OSRAM.

The above confirmation and acknowledgment covers all Confidential Information, whether disclosed in oral, visual or tangible form, whether marked or designated as “confidential” or similar or understandable as confidential under the circumstances of disclosure.

Supplier further agrees to keep the potential or existing business relationship with OSRAM confidential, unless OSRAM approves of disclosing the relationship in writing in advance.

Supplier further acknowledges that this present confirmation is intended only to supplement and not to supersede any pre-existing confidentiality agreement presently in force with OSRAM.

\_\_\_\_\_  
 Name in Block Letters

\_\_\_\_\_  
 Legally Binding Signature

\_\_\_\_\_  
 Location, Date

\_\_\_\_\_  
 Company Stamp

Requested by OSRAM department:

Date:

If not otherwise agreed/ instructed, please return to [Supplier-Management@OSRAM.com](mailto:Supplier-Management@OSRAM.com)

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