

**CONFIDENTIALITY UNDERTAKING IN CONNECTION WITH THE ACCREDITATION OF
THE EUROPEAN ELECTRONIC TOLL SERVICE PROVIDER NO. _____**

_____ 202__

Vilnius

I, _____,

(first name, surname, nationality, date of birth, position)

am employed by the Supplier/Sub-supplier _____,

(name and registration number of the legal entity)

in my capacity as a party to the European Electronic Toll Service (hereinafter referred to as the “EETS”) accreditation agreement (hereinafter referred to as the “**Agreement**”),**I undertake:**

1. to process and use the information and/or data relating to the performance of the **Agreement** received during the performance of the Agreement¹ solely for the purposes specified in the **Agreement**, only when and to the extent necessary for the purposes of the performance of the Agreement;
2. not to copy or reproduce any information or a part thereof received from in any other way or by any other means² during the performance of the **Agreement**, except where necessary for the purposes of performing the Agreement;
3. to safeguard and ensure the confidentiality of all information and/or data entrusted for processing during the performance of the **Agreement**, and not to use the information received during the performance of the **Agreement** for its own benefit or that of any third parties;
4. not to disclose (transfer, assign or distribute) any information and/or data received during the performance of the **Agreement**, or any software, technical or other means enabling access to the information and data of the public limited liability company Via Lietuva, to any third parties in any form; not to facilitate access to the information or data of the public limited liability company Via Lietuva by any means of communication, data storage media and/or other means.
5. upon the termination of the **Agreement**, to immediately destroy the information received during the performance of the **Agreement** in such a manner that third parties cannot gain access to it;
6. in the event of any loss or disclosure of information and/or data received during the performance of the **Agreement** to third parties, or upon becoming aware of such disclosure or loss, to immediately notify the public limited liability company Via Lietuva;
7. to comply with the obligations set out in points 1–6 throughout the entire term of the Agreement, whether upon termination of the Agreement, upon its expiry, or upon the termination of my employment or other relationship with the Supplier/Sub-supplier. A breach of the afore-mentioned obligations shall not be deemed to have occurred if information received during the performance of the **Agreement** is disclosed to public authorities where required by law, to the attorneys-at-law or auditors of the parties, who are *ex officio* obliged to maintain the confidentiality of such information, provided that the public limited liability company Via Lietuva has been informed of this in advance.

This confidentiality undertaking shall take effect from the date of its signing.

(Signature)_____
(name, surname)

¹ Information constituting the content of this Agreement and/or relating thereto, as well as any other information disclosed by the parties to one another, whether intentionally or accidentally, during the performance of this Agreement.

² The recording of information by any means and methods available both on the date of signing this undertaking and those invented subsequently, provided that they can be used to transmit the information to a third party.