

CONFIDENTIALITY POLICY

1. CONTEXT AND SCOPE OF APPLICATION

ORION TECHNIK MAINTENANCE & ENGINEERING develops its activity at a global level in the aviation market, including military aviation, and therefore holds critical information which, due to its relevance, is obliged to maintain confidentiality, an obligation that extends to all its employees, contractors or subcontractors who, in some way, may have access to it.

As such, information, hereinafter referred to globally as “Information”, means all information that, regardless of the medium used is classified by reference to three broad categories:

- Category 1 - Publicly available information,
- Category 2 - Information available on request, but not subjected to confidentiality by its issuing entity;
- Category 3 - Confidential information, which consists of:
 - Technical maintenance or manufacturing publications;
 - Know-how, technological data, methods, demonstrations, samples or studies;
 - Documentation of financial nature;
 - Computer programs or programming blocks in the form of source code or object code;
 - Commercial documents, such as customer or supplier lists;
 - Any intellectual assets, as a set of any and all research results, whether or not protected by any industrial property right;
 - Any other information disclosed, in the aforementioned context, by the respective issuing entity.

2. CONFIDENTIALITY POLICY

ORION TECHNIK MAINTENANCE & ENGINEERING is committed to:

- Do not disclose or make use, of any type and by any means, of any information to which you may have access by virtue of the link that links you to your customers and suppliers, except and to the extent that this is necessary for the strict exercise of its functions;
- Maintain confidentiality regarding information, products, materials, prototypes and all technical documentation that are part of the Know-how owned by the respective issuing entities, or that have been transferred to it by third parties, and will not make any type of use outside the workplace, except with express authorization from the respective issuing entities and always for the strict exercise of their functions;
- Do not make unauthorized copies, whether in physical or electronic format, of technical publications, books, technical reports, software products, data, research results or other information owned by the respective issuing entities, or that have been licensed to you;
- Fully accept the rules in force of the respective issuing entities regarding Intellectual Property Rights within the scope of the current legal framework;
- Do not seek to access Information, access to which has not been expressly granted;
- To adopt all necessary measures to prevent the misuse of Information by any person who has had access to it and must ensure adequate means to prevent the misplacement or loss of information, always communicating the occurrence of incidents of this nature to the respective issuing entities, although this communication does not exclude its responsibility;
- Do not modify any Information without giving prior notice to the respective issuing entities.
- Limit the disclosure of Information to the respective staff, contractors or subcontractors to the extent strictly necessary for the intended purpose and always for the strict exercise of their functions
- Require its employees, contractors or subcontractors to comply with this Confidentiality Policy and, eventually, attribute liability for any damages or losses, including consequential damages and lost profits, resulting from non-compliance or defective compliance with their confidentiality obligations.

It's not considered to be covered by the duty of confidentiality any element of Information:

- The disclosure of which has been expressly authorized by the issuing entity. Such authorization must be requested and granted in writing within 8 (eight) working days, after which, in the absence of a response, the authorization is considered rejected;
- That at the time of disclosure it has been published, made public or otherwise cannot be ignored as belonging to the public domain;
- Made public after disclosure or belonging to the public domain for reasons not attributable to ORION TECHNIK MAINTENANCE & ENGINEERING, due to intent or negligence;
- That ORION TECHNIK MAINTENANCE & ENGINEERING can prove, by showing written support, that it was in its possession prior to its receipt by the issuing entity;
- Received by ORION TECHNIK MAINTENANCE & ENGINEERING from third parties without a duty of confidentiality, provided that they have the right to provide this information and that it was not obtained by them, directly or indirectly, from the issuing entity under conditions of confidentiality;
- That ORION TECHNIK MAINTENANCE & ENGINEERING is obliged, by law or court decision, to disclose, provided that it immediately notifies the issuing entity and reasonably cooperates with the efforts undertaken by the latter to contest or limit the scope of such disclosure;
- That it is developed independently by ORION TECHNIK MAINTENANCE & ENGINEERING or its collaborators.

3. FINAL PROVISIONS

Non-compliance or defective compliance with the confidentiality obligations established in this Confidentiality Policy by ORION TECHNIK MAINTENANCE & ENGINEERING, its employees, contractors or subcontractors may result in the immediate termination of work contracts and result in financial and reputational damage.

In case of continued non-compliance, ORION TECHNIK MAINTENANCE & ENGINEERING reserves the right to cease collaboration with the infringing entity and attribute liability for any damages or losses, including consequential damages and loss of profits, resulting from non-compliance or defective compliance with its confidentiality obligations.