

CONFIDENTIALITY AGREEMENT

S-01926-2026

**JERUSALEM: Legal consultation regarding the compliance of CRTVE's actions
with Israeli Law**

- **ACCREDITATION AND CONFIDENTIALITY AGREEMENT:**

Companies wishing to obtain the application to submit a bid and receive the technical specifications must first sign and send the attached Confidentiality Agreement to the CRTVE Procurement Department. A legal representative of the interested party must sign this agreement and provide a copy of the power of attorney to this end.

- **SUBMISSION OF TENDER DOCUMENTS:**

The requested documentation (Confidentiality Agreement and power of attorney for the signatory) must be sent to: licitaciones3@rtve.es. Once verified, the tender documents will be sent via this same email address to the email address provided by the bidder.

CONFIDENTIALITY AGREEMENT

THE PARTIES:

- A) _____, a company incorporated under Israeli Law, with its registered office at _____ and holding Tax Identification Code (CIF) _____, represented by the undersigned.
- B) Corporación RTVE, S.A. S.M.E. (hereinafter RTVE), a company incorporated under Spanish Law, holding Tax Identification Code A-84818558, represented by the undersigned.

PRELIMINARY CONSIDERATIONS

Whereas at present **(B)** RTVE is inviting bids for **tender dossier S-01926-2026 JERUSALEM: Legal consultation regarding the compliance of CRTVE's actions with Israeli Law**

Whereas for the preparation of said proposal, **(B)** RTVE has provided **(A)** with the following documentation and information relating to the aforementioned tender:

- **Application to submit bids**
- **Technical specifications.**

Whereas, given the confidential nature of said information, the two parties wish that, both during the current bid preparation phase and in the future, should the bid be accepted, binding confidentiality obligations be established to ensure that no Confidential Information, whether technical or non-technical, relating to business affairs, products, financial conditions, operations, assets and liabilities is disclosed, as set out in this document.

With regard to the information exchanged between the parties and their respective subsidiaries, directors, employees, agents and advisers (including, without limitation, lawyers, accountants, consultants and financial advisers, hereinafter "Representatives"), the party receiving such information, which also includes its "Representatives", undertakes to treat it in accordance with the terms of this agreement, which shall remain in force whilst the parties are engaged in discussions/negotiations regarding the collaboration described in the forgoing paragraph, during the provision of the service described in the forgoing paragraph, in the event of acceptance of the proposal currently being drawn up, and for the period set out in this agreement from the date of its signature.

CLAUSES

1. **CONFIDENTIAL INFORMATION:** This shall primarily comprise any data, source code, object code, organisational charts, software at any stage of development, specific knowledge, designs, projects, drawings, details, documentation, reports, manuals, proposals, prices, market research or development plans disclosed through any tangible or intangible means, as well as information relating to commercial agreements, production and procurement processes, business models, internal business development, or any other information that could affect the business development of the party to which such information relates.

Information shall not be considered confidential: a) Where the information received is in the public domain; b) Where, after having been disclosed, it becomes information in the public domain without any breach of the confidentiality obligation by the recipient party; c) Where the recipient party can demonstrate that it was already aware of the information received prior to the date of this agreement, having obtained it by lawful means, and that, consequently, it has not acquired it directly or indirectly from the disclosing party; and c) Where the recipient party becomes aware of the information through a third party who is not, from a legal standpoint, subject to any prohibition on disclosing such Confidential Information, nor does such information infringe any rights of the party to whom the information relates, including but not limited to: industrial property rights, intellectual property rights, etc.

2. The recipient party may not, without the prior written consent of the other party, disclose the Confidential Information received, nor may it, in particular, provide any copy thereof. The party receiving the information shall only disclose the Confidential Information referred to in this document to those members of its organisation (employees, service providers, partners, consultants, etc.) who are essential to ensuring the confidentiality of the information to which they require access. The party receiving the information shall impose the same obligations set out in this document on such members of its organisation and shall be liable for any breach of those obligations by such members of its organisation.
3. The obligations incumbent upon the recipient party under this agreement in relation to Confidential Information shall remain in force for five (5) years from the date on which such information is disclosed. This agreement does not supersede any other agreement formalised between the parties.
4. The recipient party shall not be entitled to duplicate, reproduce, copy, distribute, disclose or disseminate Confidential Information except for the purposes agreed in this agreement. On request, upon the termination or expiry of this agreement, the recipient party shall immediately return or destroy all Confidential Information, without retaining any copies in any format whatsoever.
5. The disclosing party makes no warranties regarding the accuracy of the information disclosed. The disclosing party accepts no liability for any expense, loss or claim incurred or suffered by the recipient party as a result of receiving any Confidential Information. The recipient party agrees that the disclosing party does not guarantee or undertake that any product disclosed through Confidential Information will be launched or developed.
6. It is understood that both parties are free to enter into similar agreements with third parties provided that the obligations set out in this agreement are not breached. This agreement shall not be construed as preventing or prohibiting the parties from entering into agreements with other persons, firms or entities, provided that this does not constitute a breach of the provisions set out herein.

7. Neither party shall issue any press release, announcement or news item disclosing the existence or nature of this agreement or any commercial relationship between the parties without the prior written consent of the other party.
8. This agreement does not oblige either party to disclose any information to the other, nor to enter into any other agreement or contract, nor shall it be construed as a grant of rights in any software or inventions of either party.
9. Both parties agree that they shall not, at any time, use the Confidential Information to induce any client of the other party to sever their relationship with the latter, or with its subsidiaries or branches.
10. In the event of any dispute or difference arising in relation to the interpretation or performance of this agreement, the parties, expressly waiving their right to their own jurisdiction or any other jurisdiction to which they may be entitled, submit to the courts and tribunals of Madrid for the resolution thereof.
11. This agreement extends to the parties, their “Representatives”, proxies, etc., binding all of them to the responsibilities and obligations set out herein. This agreement shall be governed by and interpreted in accordance with Spanish Law, thereby avoiding any conflict that might arise with other laws.

On behalf of (A)	On behalf of (B) Corporación RTVE, S.A. S.M.E.
Name:	Name: M ^a Dolores Fernández Ortiz
Position:	Position: Deputy Director of Procurement, Services, Works and Supplies
Date:	Date: August 2026
Signature:	Signature: