THE EXISTENCE OF TRADE SECRETS AS DEBT COLLATERAL IN INDONESIA: ORIENTATION AND IMPLICATION

Yohanes Suhardin
Faculty of Law, Saint Thomas Catholic University Medan
Jalan Setia Budi No.479 F, Tanjung Sari Medan
E-mail: yohanes_suhardin@ust.ac.id.; Phone: (061) 821 0161

Rolib Sitorus
Faculty of Law, Pelita Harapan University
Jl. M. H. Thamrin Boulevard 1100 Lippo Village Tangerang
E-mail: rolib.sitorus@uph.edu;

Hendri Khuan
Faculty of Law, Borobudur University
Jl. Raya Kalimalang No.1 Jakarta Timur
E-mail: hendri.khuan@gmail.com; Phone: 021-8613869

Sardjana Orba Manullang
Faculty of Law, Krisnadwipayana University
Kampus UNKRIS Jatiwaringin, Pondok Gede
E-mail: somanullang@unkris.ac.id; Phone: (021) 8462230/8462231

Ade Sathya Sanathana Ishwara
Faculty of Law, Mataram University
Jl. Majapahit No 62 Mataram, NTB
E-mail: adesathya20@gmail.com; Phone: (0370) 633007

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ABSTRACT

This paper investigates the orientation and implications of using trade secrets as collateral, by analyzing legal regulations, case studies, and applicable legal approaches. The research method employed is a legal research method with a descriptive-analytical approach. Data sources include legal documents, court decisions, and relevant scholarly literature. The data is analyzed qualitatively to identify patterns, trends, and implications of using trade secrets as collateral in business transactions. This paper indicates that utilizing trade secrets as collateral has the potential to support companies in obtaining funding and maintaining financial stability. However, this involves complexities in assessing the value of trade secrets, legal protection, information security, and trust among parties involved. Laws safeguarding intellectual property rights and trade secrets are crucial in governing and safeguarding this mechanism. The use of trade secrets also has broad impacts, encompassing legal, economic, and business aspects. In Indonesia, Law Number 30 of 2000 concerning Trade Secrets provides a legal basis for the protection of trade secrets. However, the use of trade secrets as collateral requires strong cooperation among involved parties, a deep understanding of rights and obligations, and thoughtful strategic considerations.

Keyword: Trade secrets; debt collateral; Indonesia

INTRODUCTION

In the era of globalization and increasingly fierce business competition, innovation and competitive advantage are two crucial factors for the survival and growth of a company. One way that is commonly used by companies to maintain their competitive advantage is to create products or processes that have added value and are difficult for competitors to imitate. (Pudyastuti and Saputra 2021). In this endeavor, many companies maintain secrets regarding their technologies, formulas, designs, and important business information, which are collectively known as "trade secrets". Trade secrets include information, methods, techniques or business practices that are not publicly known and provide a significant competitive advantage. This information includes various things, such as product formulas, production processes, marketing strategies, customer data, and technological innovations that give companies a competitive advantage. The importance of trade secrets in maintaining competitive advantage has encouraged companies to maintain the confidentiality of such information (Nealey, Daignault, and Cai 2015).

Trade secrets have become an important element in the business world, enabling companies to protect their intellectual assets and competitive advantage without having to apply for patents or copyrights. Recognition of the importance of protecting trade secrets is reflected in various regulations and laws both at the national and international levels (Febrina 2022). One of the regulations relevant to the protection of trade secrets is the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement) issued by the World Trade Organization (WTO). In this agreement, protection of trade secrets is recognized as part of intellectual property rights that must be maintained. Article 39(2) of the TRIPS Agreement provides that members must administer effective legal action against the unauthorized acquisition, disclosure, or use of trade secrets. Companies often face situations where they need to borrow funds to support their operations and growth. One form of guarantee that can be used is trade secrets. However, the use of trade secrets as collateral for debt has not been fully explained in a clear and standardized legal framework. This raises the question of how the existence of trade secrets as collateral for debt can be articulated and regulated (Kurnianingrum 2017).

However, in a broader scope, the issue of the existence of trade secrets as collateral for debt raises deeper legal questions. The existence of trade secrets as collateral for debt is an interesting aspect to study. Along with changes in business and financial dynamics, many companies are facing challenges in obtaining funds or credit from financial institutions or investors. In this case, trade secrets can be used as collateral to support credit or loan applications. However, this approach presents various questions and complexities related to assessing the value of trade secrets, the potential for disclosure of information to other parties, and the effectiveness of legal protection of trade secrets as collateral. Various regulations and laws have been issued to provide a legal framework governing the protection of trade secrets. One of the relevant laws is Law Number 30 of 2000 concerning Trade Secrets. Article 1 point 1 of the law defines trade secret as "any information that is not known to the public, which in relation to business activities, has economic value, is kept confidential, and is objective." (Arfi, Mohede, and Pontoh 2021).

The aim of this study is to investigate the orientation and implications of using trade secrets as collateral for debt in business and legal contexts. By analyzing existing regulations, real case studies, and applicable legal approaches, this study aims to provide deeper insight into how companies can take advantage of the existence of trade secrets in securing funding sources, while taking into account the risks and challenges that may arise. Thus, this research will provide a valuable contribution to our understanding of how trade secrets act as collateral for debt in the complex modern business context, as well as how the existing legal framework is able to accommodate and protect rights related to these trade secrets.

RESEARCH METHOD

This study will use legal research methods to answer the questions posed in the title of this study. The legal research method will involve an analysis of legal regulations related to trade secrets as collateral for debt, both on a national scale (such as Law Number 30 of 2000 concerning Trade Secrets) and in an international context where relevant. This method will enable researchers to understand the legal framework governing the practice, as well as see if there are gaps or ambiguities in regulations that may affect the existence and implementation of trade secrets as collateral for debt. The research approach that will be used is an analytical descriptive approach. This research will describe and analyze the practice of the existence of trade secrets as collateral for debt in the business world. The descriptive approach will enable the researcher to identify and describe the phenomenon in depth, while the analytical approach will be used to analyze the related legal, business and policy implications. Sources of research materials will include legal documents, such as laws, government regulations, court decisions relevant to trade secrets and debt guarantees, as well as scientific literature related to business law, intellectual property law, and current business practices related to the use of trade secrets. as collateral for debt. This research will describe and analyze the practice of the existence of trade secrets as collateral for debt in the business world. The descriptive approach will enable the researcher to identify and describe the phenomenon in depth, while the analytical approach will be used to analyze the related legal, business and policy implications. Sources of research materials will include legal documents, such as laws, government regulations, court decisions relevant to trade secrets and debt guarantees, as well as scientific literature related to business law, intellectual property law, and current business practices related to the use of trade secrets. as collateral for debt.

RESEARCH OUTCOME AND DISCUSSION

1) The Existence and Implementation of Trade Secrets as Guarantees for Debt in Business

The emergence of the concept of using trade secrets as collateral for debt in business offers an attractive alternative in this context. This concept involves granting creditors limited access to trade secret information as a form of collateral for debts given to the Company (Effendy 2014). As a relatively new mechanism, the implementation of trade secrets as collateral for debt raises interesting questions about the effectiveness, risks and impacts on business people. Trade secrets can be considered as valuable assets and can be used as collateral for debt in business transactions. This concept includes steps such as determining value, agreeing contracts, safeguarding information, and executing warranties. However, the implementation of this mechanism must be carried out carefully to avoid risks of abuse and breach of contract (Kurnianingrum 2017). The process of implementing trade secrets as debt security can involve several steps:

a. Uncertainty of Value and Valuation

Assessing the value of trade secrets is a major challenge in using them as a form of collateral. Accurate value determination is very important in determining the extent to which this mechanism is reliable in the context of financing. This factor involves a number of considerations, such as the uniqueness of the information, the potential contribution to revenue or competitive advantage, and the degree of risk associated with disclosing the information. Because trade secrets are often not publicly available, assessing value can be complicated and complex. However, in some jurisdictions, trade secret protection laws exist that can provide a legal framework to address this issue. For example, the Trade Secret Laws of some countries regulate the protection and disclosure of trade secrets and provide guidance on how value can be calculated in a legal context. Nonetheless, assessing the value of trade secrets remains a challenge that requires deep skills and understanding in calculating the economic value of information that is not openly available. (Gerungan 2016).

b. Contract Enforcement

The successful implementation of mechanisms for using trade secrets as collateral for debts is highly dependent on the ability to enforce contracts effectively. This process is supported by a legal framework that includes contract law and intellectual property rights (IPR) protection. Contract law serves as a guideline for governing the rights and obligations of the parties involved in these transactions, ensuring that each party adheres to the agreed commitments (Chandrika 2019). In this case, regulations regarding the disclosure of confidential information and the obligation to maintain confidentiality become an important foundation in maintaining the security of company's valuable information used as collateral.

On the other hand, the protection of intellectual property rights plays an important role in ensuring that trade secrets used as collateral receive adequate legal protection. Copyrights, patents, trademarks, and other forms of protection give companies exclusive control over their information and innovation, and provide a legal basis for prosecution in cases of infringement or theft of information. (Bhattacharya and Saha 2011). Therefore, a good understanding of contract law and IP protection is key in ensuring that companies can carry out these transactions with adequate security and legal certainty..

c. Trade Secret Resistance

The level of security of trade secret information has a central role in ensuring business continuity and success. Keeping this information confidential is crucial because of the potential impact that could be caused by the misuse or theft of valuable data. Laws on data security and personal information protection have a significant role to play in governing how trade secrets should be safeguarded and accessed.

When a company uses trade secrets as collateral for debt or shares this information with third parties, compliance with data protection regulations is inevitable. This data protection policy may affect how such information is stored, transferred and accessed, and requires companies to implement strict security measures. Violation of these laws can result in serious legal penalties and substantial damage to reputation. Therefore, companies need to ensure that their information security systems comply with the standards set by applicable laws and regulations, while maintaining consistency in securing trade secrets to protect their competitive advantage and the future of their business. (Hidayanti 2021).

d. Risk of Abuse and Violation

In the context of using trade secrets as collateral for debt, it is necessary to recognize that the potential risk that creditors may misuse trade secret information is an aspect that needs serious attention. In this case, it is important for companies to understand that disclosing confidential information to outside parties, especially creditors, can potentially threaten the confidentiality of valuable information that gives competitive advantage. The threat of information theft or even misuse by unauthorized parties can be a serious problem. However, in many jurisdictions there are laws and regulations governing information disclosure and unfair competition. Such laws provide a legal framework aimed at protecting parties providing guarantees, in this case companies, from the risk of misuse of information by creditors or other parties involved in transactions. These regulations usually require creditors to adhere to high standards of business ethics and protect the confidentiality of information that has been disclosed (Lubis et al. 2017).

Through strict laws, companies have legal protections that provide grounds for legal action if there is evidence that trade secret information has been misused by creditors or other parties. Therefore, in taking steps to use trade secrets as collateral for debt, companies should ensure that agreements and transactions are carried out in accordance with applicable laws and regulations. In addition, collaboration with competent legal counsel can assist companies in drafting agreements that protect confidential information effectively and govern any legal action that may be required if a risk of misuse occurs (Hidayanti 2021).

e. Legal Regulations and Jurisdiction

Legal regulations regarding trade secrets and contracts can vary across jurisdictions, creating diversity in approaches to protecting and enforcing intellectual property rights (IPR). The laws governing trade secrets and contracts in one country may differ significantly from those in other countries. Despite these differences, international laws on the protection of IPR and legal frameworks for cross-border business can play an important role in influencing the effectiveness of these protection mechanisms. (Erlina 2013). International regulations, such as the TRIPS (Trade-Related Aspects of Intellectual Property Rights) Agreement from the World Trade Organization (WTO), seek to set minimum standards for IPR protection at the global level. While countries have the freedom to adapt their laws to suit national needs, the adoption of the TRIPS standard can strengthen the legal basis for trade secret protection in different countries. This helps in providing a more coordinated framework for companies operating across borders, as they can rely on more uniform principles (Badan Pembinaan Hukum Nasional 2015).

f. Trust Between Parties

The trust that exists between creditors and debtors has a very important role in business relationships. This trust is the basis for creditors to provide financing to debtors, while debtors believe that creditors will protect their interests and comply with payment obligations. In this context, confidentiality agreements and rules of business ethics play a crucial role in building and maintaining this trust. Confidentiality agreements, for example, assist in protecting strategic or trade secret information that debtors may share with creditors in the context of obtaining financing (Winarno 2013). This creates an environment where debtors feel comfortable sharing the information needed by creditors to consider providing

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additional financing, without worrying that this information will be misused by other parties. On the other hand, rules of business ethics followed by both parties help to build a foundation of moral principles and integrity in business transactions.

This includes fair treatment, honesty and responsibility in conducting business. By following the rules of business ethics, creditors and debtors show their commitment to maintaining transparency and honesty in all business interactions, which ultimately strengthens the trust between them. In conclusion, strong trust between creditors and debtors has a significant impact on the continuity and success of their business relationship, and nondisclosure agreements and rules of business ethics play an important role in building and maintaining this trust. (Astuti 2022).

The mechanism for the existence and implementation of trade secrets as collateral for debt in business involves the use of confidential information as a form of collateral to support business transactions or loans. It can be an alternative or a complement to traditional collateral such as collateral or other guarantees. In this context, Law Number 30 of 2000 concerning Trade Secrets in Indonesia has an important role in providing a legal framework to protect confidential information and regulate its use as collateral for debt. (Kurnianingrum 2017). Factors that influence the effectiveness of this mechanism include:

1. Legal Terms

   Trade secret protection laws play a crucial role in regulating the use of confidential information as collateral for debt. In Indonesia, Law Number 30 of 2000 concerning Trade Secrets provides a legal framework that regulates the protection of confidential information (Erlina 2013). In addition to protecting the trade secret itself, these laws may also include provisions governing the possible use of confidential information as collateral in the context of financial transactions. Being aware of the limitations and legal requirements stipulated in this law is essential for companies wishing to use confidential information as collateral for debt.

2. Confidentiality and Disclosure

The strategy of using confidential information as collateral for debt presents a dilemma that needs to be considered in depth. In situations where companies disclose confidential information to parties providing credit or lending, aspects of confidentiality and the value of trade secrets need to be taken seriously (Santoso 2022). This disclosure has the potential to threaten the level of confidentiality of valuable information that can give a company a competitive advantage. The risk of information theft or misuse by external parties cannot be ignored, and strong security measures must be implemented to prevent potential breaches. In addition, the disclosure of confidential information also has the potential to affect the value of the trade secret itself.

Loss of information exclusivity can affect the company's bargaining position in business negotiations and competition in the market. Therefore, companies must consider the extent to which disclosing this confidential information can shift the balance between obtaining sources of financing and protecting the peculiarities that make them unique in the marketplace (Lubis et al. 2017). In this context, working with experienced legal and financial advisors is crucial to assessing potential impacts, taking necessary countermeasures, and designing a strategy that strikes a balance between financing needs and the security of company confidential information..

3. Value Assessment

Assessing the value of trade secret information has a crucial role in the context of its use as collateral for debt. Disclosure about how this value will be determined needs to be clearly governed by relevant laws and business practices. Laws related to intellectual property rights and trade secrets need to provide clear guidelines on generally accepted valuation methods (Taufiqurakhman 2014). In addition, business practices and industry standards should also provide guidance regarding the process of evaluating the value of trade secrets, so that it is fair and transparent for all parties involved. Special requirements that must be met before trade secrets can be used as collateral for debt need to be stipulated to ensure that the protected information actually has substantial economic value and can provide certainty for lenders or investors. (Khairandy 2013). With the existence of a legal framework and clear guidelines regarding assessing the value of trade secret information, companies and parties involved can avoid doubts or conflicts that may arise in the process of providing debt guarantees.

4. Value Uncertainty

Uncertainty in assessing the value of trade secrets has a significant impact on the effectiveness of their use as collateral for debt. Because trade secrets often lack clear, objective measures of value, financial institutions or creditors may face challenges in assessing the value of the information. This uncertainty may cast doubt on the level of security guarantees provided by trade secrets. Lenders will tend to be more comfortable with collateralized assets that have a more certain measurable value, such as physical property or stocks. Therefore, companies that wish to use trade secrets as collateral for debt must be able to provide convincing evidence regarding the economic value of these trade secrets. Measures such as independent audits or expert assessments can help in addressing this uncertainty. As such, efforts to more accurately measure the value of trade secrets will provide creditors with confidence in the legitimacy of this guarantee, thereby encouraging companies to obtain additional sources of financing more effectively.

5. Cooperation with Third Parties

If the use of confidential information involves collaboration with third parties, such as financial institutions or investors, a very important step is to establish strong agreements and agreements. The purpose of this step is to protect the integrity of confidential information while clearly setting out the rights and obligations of each party involved. In this context, the agreement must be drafted in such a way as to explicitly explain the limits on the use of confidential information, outline security measures that must be followed, and provide a dispute resolution mechanism in the event of a violation or dispute regarding trade secrets. In addition, this agreement also needs to specify the duration of cooperation and termination conditions that govern how confidential information will be treated after the collaboration ends. In the financial context, legal aspects and consequences if there are violations must also be considered carefully. Through this comprehensive agreement, both parties can feel confident that the confidentiality of the information involved will be maintained and potential risks arising from collaboration will be minimized.

6. Compliance and Law Enforcement

The effectiveness of using confidential information as collateral for debt is not only determined by the economic benefits that may be obtained, but is also closely related to the application of the law on the protection of trade secrets. The presence of strong laws and regulations in protecting trade secrets is an important factor in maintaining the sustainability of this mechanism (Ulinnuha 2018). If violations against trade secrets are not followed up with firm and adequate punishment, this has the potential to undermine the company's trust in using trade secrets as collateral for debt. Weaknesses in law enforcement can result in devaluing confidential information as a form of collateral, as companies may become hesitant about sharing their sensitive information. Therefore, close collaboration between companies, financial institutions and legal parties in ensuring trade secret violations are taken seriously is essential. Concrete steps taken to investigate, prosecute and impose sanctions on violations of trade secrets will give business people confidence that this mechanism is reliable and contributes to sustainable economic growth.

In the Indonesian context, the use of trade secrets as collateral for debt must consider the provisions in Law Number 30 of 2000. This law regulates the protection of trade secrets, including their disclosure and use in business transactions. However, because these laws focus more on protection than on use as collateral for debt, special attention is needed to more detailed arrangements to ensure that the practice complies with applicable legal and business principles.

2) Implications of Using Trade Secrets as Debt Collateral: What and How?

In the era of globalization and increasingly fierce business competition, companies are constantly looking for new ways to raise capital and maintain financial stability. One method that is gaining increasing attention is the use of trade secrets as collateral for debt in business transactions. This concept involves granting lenders limited access to valuable confidential information as a form of collateral for a given debt. However, the impact of this approach goes beyond the economic and business side alone; the complex legal implications and associated challenges and risks also need careful attention. The use of trade secrets as collateral for debt has complex implications, spanning legal, economic and business aspects. Law Number 30 of 2000 concerning Trade Secrets in Indonesia provides a legal framework regarding the protection of trade secrets and may affect the use of trade secrets as collateral for debt. Below are some of the impacts, challenges and risks associated with using trade secrets as collateral for debt, and how the Act plays out in this context:

a. Legal Impact

Using trade secrets as collateral for a debt may involve disclosing confidential information to creditors or other parties involved in the transaction. This may create a risk of trade secret infringement or theft. Law Number 30 of 2000 can provide a legal basis for companies to sue for violations or theft of trade secrets and provide appropriate sanctions (Ramadhan 2023). Beberapa poin yang perlu dipahami tentang dampak hukum penggunaan rahasia dagang sebagai jaminan utang meliputi:

1) Protection of Trade Secrets

Trade secret laws provide an important legal basis for protecting information or data that a company considers to be a trade secret. This type of information covers important aspects such as production methods, formulas, designs, recipes, marketing strategies and other details that provide a valuable competitive advantage. The main purpose of this law is to provide legal protection against misuse or theft of information that can harm the company that owns it (Nealey et al. 2015). In the context of using trade secrets as debt security, it is important to understand that the collateral recipient has a serious responsibility to maintain the confidentiality of such information. This requires the insured to avoid disclosing trade secret information without proper authorization. By taking steps to keep this information confidential, the insurer is demonstrating a commitment to comply with the legal and ethical rules involved in the protection of trade secrets.

2) Protection of Creditors

It is important for creditors who receive trade secrets as collateral for a debt to strictly comply with the contractual agreements governing the use and disclosure of the information provided. The involvement of trade secrets in these transactions requires careful treatment of sensitive and economically valuable information. Violation of this agreement, such as disclosing or misusing trade secrets, has the potential for serious legal consequences. If the creditor violates the agreement and discloses or misuses the trade secret, the guarantor has the right to take legal action. This action may include legal proceedings to enforce their protection rights and avoid further harm. Compensation can also be an aspect of lawsuits, in which the party providing trade secrets as collateral is entitled to receive compensation for losses that may arise as a result of breach of contract. Therefore, trusting cooperation between creditors and guarantors is very important, and understanding and compliance with legal and contractual aspects related to the use of trade secrets as collateral for debt must be prioritized in order to maintain the integrity and business

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continuity of both parties. (Kurnianingrum 2017).

3) Contract Enforcement

The use of trade secrets as collateral for debt not only opens up opportunities to obtain additional sources of financing, but also involves a contractual process that provides a legal basis for both parties involved. In this scenario, a contractual agreement is created between the party providing the trade secret as collateral (the guarantor) and the party providing the loan or financing (the creditor). This agreement regulates the rights and obligations of each party, including the conditions for using trade secrets as collateral, term, loan amount, interest rate, and other relevant provisions. (Salim 2016).

However, potential risks are also present in the agreement. If there is a breach of the contract, either in terms of loan repayment or violation of other terms, the guarantor has the right to take legal steps to enforce the agreed agreement. This can involve steps such as filing a claim or seeking damages against the party that breached the contract. Therefore, the legal consequences attached to the agreement create incentives for both parties to comply with their commitments in accordance with the stipulated conditions.

4) The Importance of Written Agreements

In the context of using trade secrets as collateral for debt, a written agreement has a very important role. This agreement is not only a legal basis governing the relationship between the borrowing company and the lender or investor, but also a key instrument in ensuring the protection of trade secrets provided as collateral. In this agreement, the exact details need to be clearly described, including the rights and obligations of both parties in detail (Santoso and Haryanti 2021). This includes provisions for how trade secrets will be safeguarded, accessed, and used by those who make loans or invest.

The conditions for using a trade secret as security, including time limits and scenarios under which the guarantee can be withdrawn or revoked, must be strictly defined to avoid ambiguous interpretation. Furthermore, the agreement must include legal steps to be taken in case of violation or misuse of the trade secret. The existence of this written agreement provides protection to both parties and reduces the risk of conflict that may arise due to misunderstanding or uncertainty regarding the rights and responsibilities of each party. With a strong and detailed agreement, companies can carry out a strategy of using trade secrets as collateral for debt with more confidence and provide a solid basis for smooth transactions and mutually beneficial cooperation.

b. Economic Impact

From an economic perspective, the use of trade secrets as collateral for debt can have both positive and negative effects. The use of trade secrets as collateral for debt has complex implications from an economic perspective. The following are some of the impacts that can arise:

1) Access to Financing Sources

The use of trade secrets as a form of debt guarantee has a positive impact on companies in securing additional sources of financing. This decision has the potential to spur business development by providing funds that can be allocated for innovation and development. In addition, opportunities to expand the market are wide open, allowing the company to gain new shares and increase revenue. However, this step also needs to be considered carefully because disclosing trade secrets to external parties can threaten the confidentiality of valuable information.

The risk of theft or misuse of information by unauthorized parties must be mitigated by robust security measures. When it comes to assessing the value of trade secrets, complications can arise as determining the exact value becomes important to determine the amount of financing provided. In addition, dependence on debt also needs to be considered carefully because the inability to pay debts can damage a company's reputation and its financial health. Therefore, before using trade secrets as debt security, companies should collaborate with qualified legal and financial advisors to ensure this is in line with the company's strategic objectives and is carried out with appropriate protective measures.

2) Economic Value

The value of trade secrets in a business context cannot be overlooked, as they can be valuable assets that give companies a competitive advantage. Utilization of trade secrets as collateral for debt has the potential to elevate a company's economic value to a higher level. By using it as collateral, companies can demonstrate to lenders or investors that they have valuable and unique intellectual resources that can provide guarantees against debt repayment. Not only that, this step can also strengthen the company's negotiating position in financial transactions (Hidayah 2017). The presence of assets in the form of trade secrets that have growth and revenue potential can provide more confidence to the parties involved in the transaction, thereby enabling companies to obtain more favorable terms. While there are significant benefits to using trade secrets as collateral for debt, keep in mind that the security of confidential information remains a priority. Strong protective measures must be implemented to prevent the risk of theft or misuse of information by unauthorized parties. Overall, the value of trade secrets as a valuable asset provides companies with opportunities to increase economic value, strengthen their bargaining position in financial transactions, and achieve long-term benefits.

c. Business Impact

The business impact of using trade secrets as collateral for debt involves issues such as the management of confidential information, company reputation and market competition. Disclosure or misuse of trade secret information can harm a company's reputation and reduce competitive advantage. However, using these mechanisms can also open doors for collaboration and business growth if managed carefully. Here are some points to consider further:

1) Business Partner Trust

The adoption of a strategy of using trade secrets as collateral for debt has the potential to present complex impacts on the trust of business partners. While this move may provide additional access to sources of finance needed for company growth and innovation, its impact on relationships with business partners must be carefully considered. In particular, disclosure of confidential information to creditors or investors may raise doubts in the minds of business partners, especially if they feel that the confidentiality of their information is no longer strongly guaranteed. (Irawaty 2008).

2) Strategic Considerations

The decision to use trade secrets as collateral for debt is a strategic move that requires careful consideration. Companies need to carefully evaluate the risks and rewards involved in these actions. While the use of trade secrets can open up opportunities for additional access to finance, which in turn allows companies to expand, innovate, and expand markets, the risks to confidential information are significant. Disclosing trade secrets to external parties can result in potential theft, misuse, or even loss of competitive advantage (Kurnianingrum 2017). Therefore, companies must ensure that strong security measures are in place to protect this valuable information (Parmitasari and Syariati 2020).

Law Number 30 of 2000 provides an important legal basis for the protection of trade secrets in Indonesia. This can provide companies with legal guarantees regarding their rights over confidential information and provide a basis for enforcing those rights in debt guarantee transactions. However, it is necessary to conduct an in-depth analysis of how these laws apply in the context of the use of trade secrets as collateral for debt, including disclosure processes and appropriate legal protections. It is important for companies to collaborate with legal experts who are experienced in business and trade secret protection and carry out a comprehensive risk analysis before using trade secrets as debt security.

CONCLUSION

In an increasingly competitive business world, trade secrets are a valuable asset that can provide a competitive advantage for companies. The use of trade secrets as collateral for debt in business transactions offers an attractive alternative, but is also complex in implementation. This process involves assessing the value of trade secrets, legal protection, information security, and trust between the parties involved. Laws on the protection of intellectual property rights, trade secrets and data are important factors in regulating and protecting these mechanisms. The successful use of trade secrets as collateral for debt depends heavily on the ability to deal with risks of uncertainty of value, confidentiality and disclosure, and strong law enforcement. Laws on the protection of intellectual property rights, trade secrets and data are important factors in regulating and protecting these mechanisms. The successful use of trade secrets as collateral for debt depends heavily on the ability to deal with risks of uncertainty of value, confidentiality and disclosure, and strong law enforcement.

In the era of globalization and intense business competition, the use of trade secrets as collateral for debt in business transactions has become an attractive method for obtaining capital and maintaining the financial stability of companies. However, the impact of this approach goes beyond the economic and business side alone; the complex legal implications and associated challenges and risks also need careful attention. The use of trade secrets as collateral for debt has complex implications, spanning legal, economic and business aspects. Law Number 30 of 2000 concerning Trade Secrets in Indonesia provides a legal basis for the protection of trade secrets and plays a role in protecting valuable information from misuse or theft. However, the use of this mechanism requires strong cooperation between the guarantor and the guarantor and an in-depth understanding of the rights and obligations of each party. The use of trade secrets can also affect the trust of business partners and requires careful strategic consideration.

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