

## Confidentiality agreement vis-à-vis Credit Suisse for individuals

---

Surname, first

---

Employee of or  
sub-contractor for the company

---

1. As an employee of or sub-contractor for the company contracted directly or indirectly by the Credit Suisse (hereinafter referred to as Bank), I hereby undertake to keep **strictly confidential** everything that comes to my attention during the execution of the contract and not to disclose any such information to anyone.

2. In particular, I will keep absolutely confidential all business relations between the Bank and its clients.

3. As an employee of or sub-contractor for the company contracted directly or indirectly by the Bank, I hereby further agree to take all precautionary measures of an organisational and/or technical nature in order to ensure that all personal data held in the Bank's files are protected from unauthorised processing and, in particular, from unauthorised access.

All data and associated documentation which have been made available in connection with the contract or which have been generated or compiled during execution of the contract are to be furnished, free of charge, to the Bank on first request immediately and in their entirety on the customary data carriers.

On completion of the contract or on dissolution of the contractual agreement, all such data on the system of the employee of or sub-contractor for the company contracted directly or indirectly by the Bank shall be physically deleted at a point in time to be determined by the Bank.

4. Breach of this non-disclosure declaration shall constitute an infringement of Swiss banking confidentiality, professional secrecy, business secrecy and/or data protection legislation or a violation of the prohibition of economic espionage. The relevant legal provisions are reproduced on the following page. By signing this confidentiality agreement I confirm that I have taken due note of these legal provisions.

5. I hereby confirm that I am aware that the duty of confidentiality arising from this declaration continues to apply in full even after the contract is completed.

6. In the event of a breach of this confidentiality agreement, the Bank expressly reserves the right to claim compensation for any damages which may arise from such breach.

**7. All my legal relations with the Bank are governed by Swiss law. The sole place of jurisdiction for all legal proceedings is Zurich or the place of business of the Swiss branch of the Bank with which the contractual relationship exists. The Bank also reserves the right to take legal action against me before any other competent court.**

Place, date

Signature

## A BANKING CONFIDENTIALITY

### **Art. 47 Swiss Banking Act**

"1. Persons who disclose confidential information entrusted to them in their capacity as member of the bank's governing bodies, employee, mandatory, liquidator or commissioner of a bank, as observer of the Swiss Banking Commission, as member of the bank's governing bodies or employee of a bank audit firm, or which has come to their attention in such capacity, and who seek to induce others to violate professional secrecy, will be penalised with imprisonment of up to six months or a fine of up to CHF 50 000.

2. Offences committed because of negligence will be penalised by a fine of up to CHF 30 000.

3. Violation of professional secrecy is punishable even after termination of the governmental or private employment relationship or the professional appointment.

4. Federal and cantonal regulations governing the duty to testify and furnish the authorities with information are to be observed."

## B PROFESSIONAL SECRECY

### **Art. 43 of the Federal Act on Stock Exchanges and Securities Trading**

"1. Whosoever:

a. discloses confidential information entrusted to him in his capacity as a member of a governing body, employee, mandatory or liquidator of a stock exchange or a securities dealer, as a member of one of the governing bodies or employee of recognised auditors, or of which he has become aware in any such capacity, or

b. attempts such breach of professional secrecy by inducements,  
shall be punished by imprisonment or with a fine.

2. Whosoever breaches professional secrecy after termination of office of his employment, shall nevertheless remain liable to punishment.

3. Federal and cantonal regulations governing the duty to testify and furnish the authorities with information are to be observed."

## C BUSINESS SECRECY

### **Art. 162 Swiss Penal Code; infringement of commercial or business secrecy**

"Whoever betrays commercial or business secrets which he should keep as a result of a legal or contractual duty, whoever exploits the betrayal of such secrets for his own benefit, shall, on application, be punished by imprisonment or a fine."

## D PROHIBITION OF ECONOMIC ESPIONAGE

### **Art. 273 Swiss Penal Code; economic espionage**

"Whoever finds out commercial or professional secrets in order to make them available to a foreign government office or any other foreign organisation or private enterprise,

whoever makes commercial or professional secrets available to a foreign government office or any other foreign organisation or private enterprise or the agents thereof,

shall be punished by imprisonment. A custodial sentence may be accompanied by a fine."

## E DATA PROTECTION

### **Art. 35; breach of professional duty of confidentiality**

"Whoever intentionally and without proper authorisation discloses personal data or personality profiles which are confidential and particularly worthy of protection and with which he has become familiar in the course of the exercise of his profession, such exercise requiring knowledge of said data, shall, on application, be punished by imprisonment or a fine.

Whoever intentionally and without proper authorisation discloses personal data or personality profiles which are confidential and particularly worthy of protection and with which he has become familiar in the course of any activity on behalf of or whilst undergoing training with a party subject to the duty of non-disclosure shall be punished likewise.

The unauthorised disclosure of personal data or personality profiles which are confidential and particularly worthy of protection remains punishable even after termination of the exercise of the profession or of the training period."