

# Declaration of staff member regarding data protection/ privacy and client confidentiality/bank secrecy obligations

Last name

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First name

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Date of birth

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Employer/Company (name, address)

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As a bank, UBS Group AG and its Affiliates (hereinafter: "**UBS**") are subject to strict obligations with regard to data protection/privacy requirements, non-disclosure/confidentiality obligations in relation to its clients' and other persons' data. These obligations also apply to me personally as a member of staff of the Employer / Company which has entered into a contract with UBS ("**Agreement**") and carries out work for UBS as set out in the Agreement.

**I therefore acknowledge that I am bound by the following obligations as provided for by the Agreement and/or applicable law:**

## **Confidentiality**

All non-public information obtained in connection with the Agreement must be treated confidentially in line with the applicable confidentiality obligations under the Agreement. This applies in particular to:

- all information concerning clients of UBS, including knowledge of whether or not someone is a client of UBS (**banking secrecy / client confidentiality**);
- any personal data of a person be it a client or any other person such as an employee of UBS (**data protection / privacy**);
- non-public information about the business of UBS, such as its organisation, operational and technical processes, infrastructure and systems (including hardware and software), products and services, information on employees and contractual relations with third parties (**trade and business secrecy**).

Without the prior express consent of UBS, I must not:

- procure information to someone for whom it is not intended;
- make private use of information or enable third parties to do so;
- put information at the disposal of third parties or make it available in any manner whatsoever;
- remove from the premises of UBS, in whole or in part, original business documents or copies thereof either on paper or (electronic) data carriers, to misappropriate such documents in any other way to make them available to third parties.

The **duties of confidentiality shall survive** the termination of my employment with the Employer / Company.

## **Data protection / privacy**

When processing personal data, the provisions of the applicable data protection / privacy law and any other laws which govern the processing of personal data must be adhered to.

Personal data must only be collected and processed in a lawful manner, must be processed in a proportionate manner consistent with the purposes for which the data has been collected in line with the Agreement, be kept up-to-date and accurate and not be retained for longer than needed for the purposes for which it was originally collected. When processing personal data the applicable security measures must be adhered to. Personal data may not be transferred to other persons, unless expressly permitted under the Agreement.

UBS reserves the right to retain and review all messages, in particular emails and chat messages ("**Messages**"). To the extent that I have access to UBS networks, UBS computers or UBS removable media, I acknowledge I might be subject to measures to prevent the unauthorized transmission of UBS information via electronic distribution channels to external recipients or removable media, including the use of software to prevent or detect suspected data leakage or monitor information transmission.

UBS or its authorized agent may request from me the voluntary provision of data / information relating to me ("**Personal Data**") for the purposes of the administration and management of its services and its businesses, and/or for compliance with applicable procedures, laws and regulations. These purposes include but are not limited to management of UBS's rights or obligations under the Agreement, insurance requirements, reference checks by UBS or any other person, avoidance of existing or potential conflict of interests, or requirements of regulatory or governmental authorities located inside or outside China.

I am aware that if I choose not to provide the aforesaid data / information to UBS or its authorized agent, UBS may request the Employer / Company to replace me with another member of staff to provide the services under the Agreement, or terminate the Agreement, as a result of my decision.

I consent to: (a) UBS having the rights to use my personal information in connection with the Agreement; and (b) I further agree, consent to and authorize UBS to hold, use,



process, disclose or transfer any personal information to any branches, subsidiaries, business divisions and affiliates of UBS AG wherever incorporated or carrying on business ("UBS Group"), any consultants or advisers of the UBS Group, any third party service providers or agents providing services for or at the request of the UBS Group, any regulatory or governmental authorities or authorized bodies having jurisdiction over the UBS Group, any persons or bodies where UBS is required to do so by law or where the interests of the UBS Group or public interest require disclosure, any actual or proposed assignee or successor of any part of the UBS Group, or any person with my express or implied consent and any other person for their processing and use of the same to achieve the aforementioned purposes. I understand I may, subject to applicable laws, request for access to certain information held by UBS, as well as request correction of such information. To exercise these rights, I may contact my UBS line manager and I am aware that UBS has the right to charge me a reasonable fee for the cost of related administration in connection with any data access request.

**Possible sanctions in case of breach**

A breach of the obligations set out in this Declaration may constitute a breach of applicable law and lead to sanctions (imprisonment, penalty or fine) under criminal law, claims for damages under civil law and may also impact my employment relationship with the Employer / Company.

This Declaration is governed by and shall be construed in accordance with the laws of the People's Republic of China.

Any dispute arising from or in connection with this Declaration shall be resolved by the parties through friendly negotiation. If such dispute is not resolved by negotiation within five business days after a notice of dispute has been served by a party on the other party, any of the parties may refer the dispute to arbitration by three arbitrators for final and binding resolution. Arbitration shall be conducted in English at the China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing in accordance with the then prevailing rules of CIETAC.

This Declaration is executed in English and English shall be the dominant version in the event of its translation into any other language. If it becomes necessary to translate this Contract into Chinese, you agree that such translation shall be prepared by a translator acceptable to UBS, and you shall not contest the provisions of such translation except for manifest error. In the event of any conflict between the English text and the translated text in any other language, the English version of this Declaration shall prevail.

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Place/Date

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Signature