



# 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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Supplier entity (name, address)

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As a financial Services firm, UBS Americas Inc. and its Affiliates (hereinafter: "**UBS**") are subject to particularly strict obligations with regard to data protection/privacy requirements, non-disclosure/ confidentiality obligations in relation to its clients' and other persons' data.

These obligations, as well as others also apply to me personally as a member of Staff of the abovenamed Supplier which has entered into a contract with UBS ("**Agreement**") and provides products and/or Services to UBS as set out in the Agreement.

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

## 1. Confidentiality

1.1. In the course of providing Services to UBS, I may receive or have access to or knowledge of UBS's commercially sensitive or other confidential or proprietary information, or may prepare or produce information, documents and other materials which UBS may regard as commercially sensitive or confidential.

Such information and/or materials may include, but is not limited to:

- (a) information concerning clients of UBS, including knowledge of whether or not someone is a client of UBS;
- (b) any personal data of a person be it a client or any other person such as an employee of UBS;
- (c) non-public information about the business of UBS, such as its organization, operational and technical processes, infrastructure and systems (including hardware and software), products and Services, information on employees and contractual relations with third parties; and
- (d) any other data, drawings, photographs, analysis, notes, projections, plans, computations, compilations, research, reports, studies and other materials;
- (e) which may be provided to me verbally, in writing, electronically or by any other means, whether directly or indirectly and may or may not be marked "Confidential" (collectively the "**Information**").

1.2. I acknowledge and accept that it is my responsibility and obligation to maintain the highest professional standards to ensure that all the Information is kept strictly confidential and is properly and professionally handled so as to protect UBS's commercial interests and to ensure compliance with regulatory and legal requirements. I understand that any failure on my part to fulfill such responsibility and obligation will jeopardize UBS's reputation and business.

1.3. I undertake and agree that I will not, without UBS's specific written approval, disclose or communicate all or any part of the Information in any form or by any means to any person, firm, corporation, association or other entity, or copy, distribute or use all or any part of the Information for any other purpose whatsoever, other than for performing my assigned duties and Services for UBS, or which I need to disclose as a result of any law or court order or pursuant to governmental action or regulatory requirements.

In such event, I shall, where permitted, inform UBS immediately in the event I receive any order or request to disclose any information under any circumstances. In addition, nothing in this Declaration or in any other confidentiality obligation to which I am subject, prohibits me from making a report pursuant to UBS's Whistleblowing Policy or from voluntarily communicating, without notice or approval of UBS, with any federal governmental agency or self-regulatory organization (SRO) about a potential violation by UBS or Supplier of federal law or regulation or SRO regulation.

1.4. I am aware that all or any part of the Information must not be used to trade on my own account or for trading by other persons such as family or friends. I understand that if I use any Information in this way, I may be subject to criminal penalties.

1.5. When my engagement with UBS has ended or I have completed performing my assigned duties and Services for UBS, or at any time upon UBS's request, I agree to return to Supplier or UBS all Information without retaining anything in any form. All other documents, data, manuals, security keys and other items which are UBS's property and which may be in my possession or under my control will also be returned at this time.

1.6. Notwithstanding anything to the contrary stated in the foregoing, with respect to my obligation to maintain in confidence any and all confidential and/or trade secret information of UBS, I understand that I

shall be immune from criminal or civil liability under any federal or state trade secret law for my disclosure of any UBS trade secrets that is made in confidence to a federal, state or local government official, either directly or indirectly, or to an attorney, provided that such disclosure is solely for the purpose of reporting or investigating a suspected violation of law, or is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that UBS trade secrets are not disclosed to the public.

## 2. Intellectual property and Inventions

- 2.1. I acknowledge and agree that all trade secrets, inventions, writings and other documents, designs, information or materials, whether electronic, documentary, tangible or intangible, developed or created by me or with my assistance in the course of performing my assigned duties and Services for UBS or otherwise relating to UBS's business or related activities (the "**Deliverables**") shall be "work made for hire" to the extent permissible under applicable law and shall be, upon creation, the property of and owned by UBS.
- 2.2. I agree that I will, at UBS's request and expense:
  - (a) give and supply all such information and assistance that may be reasonably necessary to enable UBS to use the Deliverables to its best advantage; and
  - (b) execute all documents that may be necessary or desirable to assign all copyright or other intellectual property rights in or relating to the Deliverables to UBS, or for UBS to obtain patent or other appropriate protection for the Deliverables, for their full terms throughout the world as may be specified by UBS.
- 2.3. I agree that I shall not use any Deliverables any purpose whatsoever in any way other than in the course of performing the Services for UBS and/or the UBS affiliates unless I obtain proper written permission from UBS.
- 2.4. To the extent that I may have any personal or other proprietary rights to the Deliverables (including any moral rights) that cannot be assigned to UBS, I agree to waive or otherwise not to assert or exercise such rights against UBS.
- 2.5. I agree that the obligations and rights set out in this Section 2 are continuing and ongoing and shall survive even when my engagement with UBS has ended or I have completed performing my assigned duties and Services, or the expiration or termination of my employment with the Employer/Company.

## 3. Data protection / privacy

- 3.1. During the course of performing my assigned duties and Services for UBS, if I am involved in receiving, collecting, recording, organizing, storing, viewing, disclosing, transmitting, disseminating, erasing, destroying or any other kind of use or processing of personal data, I agree to comply with the provisions of the applicable data

protection / privacy laws and any other laws which govern the processing of personal data.

- 3.2. In particular, I understand that 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, I agree to comply with any security measures imposed or implemented by UBS and/or Supplier. No personal data may be transferred to other persons, unless expressly permitted under the Agreement.
- 3.3. I agree that UBS has the right to retain all messages that are sent to or by me in the course of performing my assigned duties and Services, in particular emails and chat messages ("**Messages**"). I understand that the Messages are protected and may only be accessed under limited legally-permitted circumstances.
- 3.4. 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 the Information via electronic distribution channels to external recipients or removable media, in particular by using software to prevent or detect suspected data leakage or monitor information transmission.

## 4. General provisions

- 4.1. In the event that any or any part of the terms contained in this Declaration is determined to be invalid, unlawful or unenforceable, such term or part thereof shall be deemed to be severed from this Declaration and the remaining terms and provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 4.2. This Declaration shall be governed and construed in accordance with the laws of the state of New York, without reference to its conflicts rules and I agree to submit to the exclusive jurisdiction and venue of the state and federal courts located in New York City, New York, with respect to any matters arising from or related to this Declaration.
- 4.3. I understand that I may sign this Declaration electronically, and if I do so, my electronic signature can be relied upon as evidence of my agreement and consent to be legally bound by this Declaration, and that I shall not contest the admissibility or enforceability of the electronically signed copy of this Declaration. At UBS's request, I agree to re-execute an original form of this Declaration and deliver it to UBS. I further acknowledge and accept that electronically signed documents (using DocuSign or any other e-solution adopted by UBS) may be stored for a limited period of time at the relevant cloud providers hosting site to enable the signature process.

### Acknowledged and agreed:

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Place/Date

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Name and signature