

Confidentiality agreement (legal entities or self-employed persons)

The undersigned (“**Party**”), (i) is engaged in contractual negotiations with the Swiss National Bank (“**SNB**”), and/or (ii) has already entered into a contractual relationship with the SNB, and/or (iii) is taking part in an SNB procurement procedure, and/or (iv) is entering into this confidentiality agreement for other reasons ((i)-(iv) each constituting an “**SNB Relation**”). The Party is bound by this confidentiality agreement as follows:

1. All information that the SNB communicates or has communicated to the Party in connection with an SNB Relation, and all information that the Party becomes aware of or has become aware of by virtue of an SNB Relation or some other means, is deemed “**Confidential Information**”. The medium of this communication, whether oral, written, electronic or otherwise, is irrelevant. Information already known or accessible to the public is not considered Confidential Information.

2. The Party is strictly bound to treat Confidential Information as such. Under no circumstances may it communicate or deliver this information to unauthorised persons, or provide them with access thereto. The confidentiality agreement covers Confidential Information that the Party has received or become aware of both before and after signing this confidentiality agreement. The Party undertakes to implement all requisite measures to ensure that Confidential Information is protected against unauthorised access or use. Excluded from the duty of confidentiality is any Confidential Information that the Party is obliged to disclose based on the order of a competent court or authority. If possible, the Party shall inform the SNB about such disclosure in advance and in writing and support the SNB to the best of its abilities in keeping the scope of the disclosure as narrow as possible.

3. The Party undertakes to use Confidential Information solely within the context of an SNB Relation. It may make Confidential Information accessible only to employees who are subject to a confidentiality agreement with obligations that are equivalent to those of the present confidentiality agreement, who have a legitimate interest in the Confidential Information, and who are authorised to use this Confidential Information solely within the context of an SNB Relation (need-to-know principle).

4. The Party shall only provide third parties with access to Confidential Information with the prior written (including email) authorisation of the SNB. In this context, companies affiliated with the Party (e.g. groups) are deemed to be third parties. Even after such permission has been granted, the Party may make Confidential Information accessible only if this is necessary in connection with an SNB Relation, if the third parties and their employees are subject to a confidentiality agreement with obligations that are equivalent to those of the present confidentiality agreement, if they have a legitimate interest in the Confidential Information, and if they are authorised to use this Confidential Information

solely within the context of an SNB Relation (need-to-know principle).

5. All documentation, irrespective of its form, that contains Confidential Information and that is provided or made accessible to the Party by the SNB (“**Documentation**”) remains the exclusive property of the SNB. The Party is obliged to store Documentation securely at all times and to ensure that no unauthorised persons have access to it. Upon first request and at the SNB’s discretion, the Party is obliged to return, destroy or irrevocably delete all or part of the Documentation; excluded from this is Documentation that the Party is obliged to keep due to binding statutory or regulatory retention obligations. Any destruction or deletion of Documentation in accordance with this section must be confirmed to the SNB in writing.

6. The Party moreover confirms that it is cognizant of the following provisions on the legal duty of confidentiality, which are applicable to the SNB, and that it shall comply with them: **Art. 49 National Bank Act** and, insofar as applicable, **Art. 320 Swiss Criminal Code** (available at www.admin.ch/federallaw). The Party recognises that an infringement of these statutory provisions is punishable by fine or up to three years imprisonment.

7. The Party is liable to pay the SNB a contractual penalty of CHF 50,000 in case of an infringement of the present confidentiality agreement. Irrespective of penalty payment, the infringing Party continues to be bound by the confidentiality agreement.

8. This confidentiality agreement remains in force even after an SNB Relation has ended.

9. Should any individual provision of this confidentiality agreement become invalid, this shall not affect the legal validity of the remaining provisions.

10. This confidentiality agreement is subject to Swiss law, excluding items falling under the conflict of law rules and international agreements. The sole place of jurisdiction is Zurich, Switzerland.

Company:

Address/domicile:

Signature(s):

First/last name(s):

Place, date: