

## CONFIDENTIALITY AGREEMENT

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This Confidentiality Agreement is intended for partner companies and/or subsidiaries and the employees of such companies or any other persons who have **access to any information** of Hirslanden.

**Name:** \_\_\_\_\_ **Date of birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Occupational title:** \_\_\_\_\_

The “**obligated party**” hereby acknowledges that they and/or their employees come into contact with confidential information within the context of their work (“**e.g. contract**”) for Hirslanden.

“**Hirslanden**” refers to Hirslanden AG, Boulevard Lilienthal 2, 8152 Glattpark, Switzerland, including all subsidiaries.

“**Information**” within the meaning of this Confidentiality Agreement comprises all knowledge gained by the obligated party in the performance of their work. This applies irrespective of whether this knowledge is gained directly in connection with the obligated party’s work or incidentally, and of whether the knowledge is gained by the obligated party by visual or acoustic means.

“**Confidential information**” within the meaning of this Confidentiality Agreement comprises all information and acquired knowledge that is not made known to the public by Hirslanden or that is not in the public domain, irrespective of whether the information has been designated by Hirslanden as confidential. This applies in particular, but not exclusively, to information and acquired knowledge regarding:

- Business relationships between Hirslanden and third parties (doctors, suppliers, clients, etc.);
- The content of the obligated party’s own work at Hirslanden;
- The organisation and structure of Hirslanden (commercial structure, business processes, etc.);
- All personal data of employees of Hirslanden, clients and patients (the fact that a patient has been treated by Hirslanden in and of itself constitutes confidential information).
- All information, data, documents and business opportunities that have been made available to the obligated party or become known to them on the occasion of their work or in some other manner.

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1. The obligated party is legally bound and hereby undertakes to maintain absolute silence regarding the confidential information and to keep it strictly secret from all others including co-workers and family members.
  2. The obligated party must not, without the express prior consent of Hirslanden, remove any confidential information whatsoever (either in its original form or in the form of a copy, whether in whole or in part) from the premises of Hirslanden or by other means take such information into their possession or allow unauthorised third parties to inspect such information or make this information in any way accessible to such parties. The obligated party is also prohibited from utilising confidential information for their own purposes or making such information available to third parties for use by them. Confidential information may be processed solely in accordance with the instructions given by Hirslanden and in compliance at all times with the stipulations of the relevant data protection laws and this Confidentiality Agreement.
  3. The obligated party acknowledges that they are subject to medical confidentiality under Art. 321 of the Swiss Criminal Code in respect of data relating to patients of Hirslanden. Furthermore, they acknowledge that any breach of professional, medical confidentiality is punishable and may result

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in civil liability for damages. Finally, the obligated party acknowledges that the data of patients and personality profiles in particular are considered to be confidential, sensitive personal data within the meaning of Art. 35 of the Swiss Federal Act on Data Protection and Art. 9 of the European General Data Protection Regulation.

4. Upon the termination of the contract, collaboration etc., all documents and data entrusted to or created by the obligated party (e.g. notes, organisational charts, drafts, computer printouts, interview records, descriptions of services provided, test data, test documentation, user documentation, etc. and copies thereof) shall be surrendered to Hirslanden without Hirslanden having to request this. If such documents and data are held on electronic storage media of the obligated party, these storage media are to be destroyed or the documents/data deleted permanently.
5. **The obligated party is expressly advised that the obligations of confidentiality and secrecy shall remain in full force and effect upon the termination of the obligated party's contract, collaboration or employment, or that of persons employed by them.**
6. The obligated party accepts that all copyrights arising within the context of the performance of the contract, collaboration etc. in addition to all other work results are the exclusive property of Hirslanden, and the obligated party hereby assigns these rights to Hirslanden. Furthermore, the obligated party undertakes to give Hirslanden advance notice in good time of any withdrawal on their part, merger with another company or similar, and to instruct their successor about this agreement (duty of notification) in order to afford Hirslanden the opportunity to conclude a confidentiality agreement with the new resulting partner(s).
7. This Confidentiality Agreement shall be subject only to the legally binding orders of ordinary courts, arbitral tribunals and government authorities. In the event that the obligated party should be affected by such an order, they shall be obligated to inform Hirslanden of this without undue delay and, if necessary, confer with Hirslanden on how to proceed.
8. The obligated party shall inform Hirslanden **without undue delay** of any breach of confidential, especially personal data of which they may gain knowledge.
9. Any breach of this Confidentiality Agreement shall entitle Hirslanden to terminate the contract, employment etc. immediately and to claim a contractual penalty from the obligated party in the amount of CHF 30,000.00 for each event of breach and contract. Termination shall not release the obligated party from their obligations under this Confidentiality Agreement. Hirslanden also reserves the right to assert claims for damages as well as to take further legal action.
10. The obligated party hereby confirms that they have taken cognizance of the legal provisions set out below, and that they know and have understood the other relevant data protection laws applicable in this context.

Town/city, date:

Signature:

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### Excerpts from confidentiality and data protection legislation

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#### Swiss Criminal Code

Breach of manufacturing or trade secrecy

**Art. 162**

Any person who betrays a manufacturing or trade secret that he is under a statutory or contractual duty contract not to reveal,  
any person who exploits for himself or another such a betrayal,  
is liable on complaint to a custodial sentence not exceeding three years or to a monetary penalty.

Industrial espionage

**Art. 273**

Any person who obtains a manufacturing or trade secret in order to make it available to an external official agency, a foreign organisation, a private enterprise, or the agents of any of these, or,  
any person who makes a manufacturing or trade secret available to an external official agency, a foreign organisation, a private enterprise, or the agents of any of these,  
is liable to a custodial sentence not exceeding three years or to a monetary penalty, or in serious cases to a custodial sentence of not less than one year. Any custodial sentence may be combined with a monetary penalty.

Breach of professional confidentiality

**Art. 321 (1)**

Any person who in his capacity as a member of the clergy, lawyer, defence lawyer, notary, patent attorney, auditor subject to a duty of confidentiality under the Code of Obligations, doctor, dentist, chiropractor, pharmacist, midwife, psychologist or as an auxiliary to any of the foregoing persons discloses confidential information that has been confided to him in his professional capacity or which has come to his knowledge in the practice of his profession is liable on complaint to a custodial sentence not exceeding three years or to a monetary penalty. A student who discloses confidential information that has come to his knowledge in the course of his studies is also liable to the foregoing penalties.

A breach of professional confidentiality remains an offence following the termination of professional employment or of the studies.

#### Federal Act on Data Protection

Principles

**Art. 4 (2) and (3)**

The processing of data must be carried out in good faith and must be proportionate.

Personal data may only be processed for the purpose indicated at the time of collection, that is evident from the circumstances, or that is provided for by law.

Breach of professional confidentiality

**Art. 35**

Anyone who without authorisation wilfully discloses confidential, sensitive personal data or personality profiles that have come to their knowledge in the course of their professional activities where such activities require the knowledge of such data is, on complaint, liable to a fine.

The same penalties apply to anyone who without authorisation wilfully discloses confidential, sensitive personal data or personality profiles that have come to their knowledge in the course of their

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activities for a person bound by professional confidentiality or in the course of training with such a person.

The unauthorised disclosure of confidential, sensitive personal data or personality profiles remains an offence after termination of such professional activities or training.

### European General Data Protection Regulation

#### **Art. 5 (1) (a)**

Personal data shall be [...] processed **lawfully**, fairly and in a **transparent manner** in relation to the data subject ('lawfulness, fairness and transparency').

#### **Art. 5 (1) (f)**

Personal data shall be [...] processed in a manner that ensures appropriate **security** of the personal data, including protection against **unauthorised or unlawful processing** and against accidental **loss, destruction or damage**, using appropriate technical or organisational measures ('integrity and confidentiality').

#### **Art. 29**

The processor and any person acting under the authority of the controller or of the processor, who has access to personal data, **shall not process those data except on instructions** from the controller, unless required to do so by Union or Member State law.

#### **Art. 82 (1)**

Any person who has suffered material or non-material damage as a result of an infringement of this Regulation shall have the **right to receive compensation** from the controller or processor for the damage suffered.