

# NON-DISCLOSURE AGREEMENT

## For admission and access authorisation

Surname, first name :

.....

Registration number :

.....

Communication Marketing octobre 2018

**BGL BNP PARIBAS S.A.**  
60, avenue J.F. Kennedy - L-1855 Luxembourg  
Telephone : (+352) 42 42-1  
R.C.S. Luxembourg : B 6481  
bgl.lu



La banque  
d'un monde  
qui change



La banque  
d'un monde  
qui change

I. CONFIDENTIALITY

In view of the fact that during my service with BGL BNP Paribas Société Anonyme (hereinafter referred to as BGL BNP Paribas or the Bank) as a freelancer or as part of the services ordered from my employer by BGL BNP Paribas, I can have access to information related to BGL BNP Paribas' customers, business activities, products, services, technical knowledge and IT systems and other information that BGL BNP Paribas has qualified as confidential; and that article 41 of the amended law of 5 April 1993 on the financial sector obliges the staff and other persons in the Bank's services to keep secret all information entrusted to them in the course of their professional activity; that all of this information is called "Confidential Information", in order to ensure compliance with all these obligations,

I \_\_\_\_\_, the undersigned, hereinafter known as « External Freelancer », undertake:

- To treat all information received from BGL BNP Paribas with the strictest confidentiality and respect professional secrecy.
- In accordance, I undertake not to disclose internal documents and to communicate them only to persons designated by my BGL BNP Paribas contact person.
- Not to copy, photocopy, reproduce or trace confidential information belonging to BGL BNP Paribas without the prior written agreement of the Bank.
- Not to take any documents containing confidential information outside of BGL BNP Paribas premises either in paper form, on computer media (disc, tape, USB stick, email, etc.) or any other form of electronic device.
- Not to disclose to third parties any confidential information received during my service for BGL BNP Paribas either during or after the termination of such service.
- To ensure during talks regarding confidential information with BGL BNP Paribas personnel that no third parties are within hearing distance.
- Store under lock and key all documents containing confidential information at the end of every working day.
- Return on request by BGL BNP Paribas and/or at the end of my service all confidential information including any copy which could be duplicated.

II. IT SYSTEMS

In view of the fact that my service at BGL BNP Paribas could lead to my access to and use of IT applications and information by means of IT systems, and in order to do so, BGL BNP Paribas will give me a User ID and a password :

- As « External Freelancer », in order to perform the services required at Bank premises, I undertake:
- To respect the regulations set out in the Charter for Utilisation of IT Resources, as included in the appendix to the BGL BNP Internal Regulations available on the BGL BNP Paribas Echo'Net.
  - Not to use my access rights for any other purpose than strictly in connection with my services at BGL BNP Paribas. Access to information shall be, on the one hand, duly authorised, and on the other hand on a 'need to know' or 'need to do' basis.
  - To have a User ID and a password to access the applications.
  - Not to disclose my password.
  - To make every effort to keep secret my password, which is personal, to change it regularly and to choose passwords which would be difficult for third parties to guess.
  - Not to make copies of software or other work media unless specifically authorised by the Bank.
  - Not to consult documents, files or printed lists, nor to explore networks and resources (for example CD-ROM towers) without prior authorisation.
  - Not to alter the configuration of IT tools by changing their settings, installing new software or disabling control programs, etc.
  - To lock my workstation in case of a short-term absence (Lock computer function), and to correctly close down the workstation and applications at the end of the working day or in the event of a longer absence. (Log off).
  - Not to connect non-BGL BNP Paribas equipment to the Bank's computers or network.

- Not to use any software on the Bank's computers which has not been installed by the Bank; the installation of any software must have prior authorisation.
- Not to run computer application tests in the production environment.
- To contact the IT Risk Management service in the event of questions or consult the « Charter for Use of IT Resources, Software and Files » which is available on the BGL BNP Paribas Echo'Net website under the heading RH Luxembourg – Regulatory Framework.

I have been informed that when I use a Bank workstation, my emails and Internet use is filtered. This is carried out within the framework of security measures adopted to ensure the confidentiality of data.

III. ACCESS TO IT SYSTEMS

In view of the fact that the term « IT systems » means information and its means of diffusion; that BGL BNP Paribas makes available to its personnel and where appropriate, External Freelancer, information systems (telephone, telefax, photocopier, Internet,...); that these IT Systems are intended for strictly professional use; that nevertheless, BGL BNP Paribas recognises the right of limited private use when it is justified by necessity or for an interest which is acceptable in the normal sense, in the role of External Freelancer, I undertake:

- To only use such IT systems for my limited private use in a reasonable manner and on the condition that such use be reduced to a minimum and does not prejudice BGL BNP Paribas in any way, nor the markets in which BGL BNP Paribas is active, nor its internal processes.
- Not to assign, even only temporarily, any individual access rights to a BGL BNP Paribas IT system for which prior authorisation is required.

The use of IT Systems made available (in particular email, Internet and IT support) is subject to checks carried out by BGL BNP Paribas as set out in the Charter for Use of IT Resources. By using such IT systems during my period of service at BGL BNP Paribas, I accept that such checks be carried out.

IV. PERSONAL DATA PROTECTION

- My service at BGL BNP Paribas may imply the processing by the Bank of my personal data for the following purposes:
- Administration regarding personnel and external collaborators
  - Planning of activities
  - Controlling access to IT systems

Such personal data shall be processed by BGL BNP Paribas in conformance with the legal and regulatory requirements applicable to personal data protection regarding the automatic processing of personal data and, where appropriate, in accordance to the General Purchasing Conditions of BGL BNP Paribas (goods and services). The details of such processing are described in the Notice Regarding Data Protection available on the BGL BNP Paribas website.

V. SANCTIONS

In the event of violation of one of the obligations I have undertaken, the service contract between BGL BNP Paribas and my employer, or myself (if I am acting independently) may be terminated or my employer shall immediately replace me without prejudice to possible other sanctions in the event of breach of legal obligations.

VI. LEGAL NOTICES

Any breach of the obligation of professional non-disclosure is a criminal offence leading to imprisonment of from eight days to six months, and a fine of from €500 - €5,000 (Article 458 of the Luxembourg Penal Code).

All information regulated by banking secrecy code is such information as is provided to workers in the context of their professional activities such as information about clients (personal and financial data), banking operations

of any nature, documents and records required for legal or regulatory purposes.

VII. ACCESS BADGE

Against signature of receipt attached to the present document, the Agent of the CCTV centre (abbreviated CTS) shall provide me with an access badge.

In the event of loss or theft, CTS is available 24h/24h on telephone number 42 42-5000; the head of the department and the contact person who provided the access must be advised immediately.

- Access badges/keys may only be used by the relevant person.In this context, I undertake:
- To always wear the badge where it is visible during the time spent in Bank premises.
  - Never to transfer the badge to a third party.
  - To return the badge to CTS at the end of my period of service at BGL BNP Paribas or upon the first request by the BGL BNP Paribas contact person, or other authorised person.

VIII. ACCESS TO PREMISES

I undertake:

- Not to permit access to the Bank to other, non-authorised persons.
- Only to access areas which have previously been defined and not to give access to areas to other persons whose access profile is different from mine.
- Not to use client parking spaces unless prior authorisation has been given by the Bank.
- Inform CTS, via the BGL BNP Paribas contact person, of any exception to normal Bank access hours, which are from 6 a.m. to 10 p.m.
- To leave Bank premises without delay in the event an incident occurs which requires evacuation of the premises signalled by means of an alarm.

IX. COMMITMENT TO COMPLIANCE WITH POLICY ON PERSONAL TRANSACTIONS

I may be required to participate in activities which could lead to a conflict of interests or, in the course of my activities carried out on behalf of BGL BNP Paribas, have access to privileged information in the sense of Article 7, Clause 1 or Regulation (EU) No. 595/2014 of the European Parliament and of the Council of 16th April 2014 regarding market abuses (market abuse regulation) or other confidential information regarding clients or client transactions.

Pursuant to the rulings of Article 29 of the Delegate Regulation 2017/565 of 25th April 2016 of the supplementary EU Directive 2014/65 of the European Parliament and of the Council (MiFID II) regarding the organisational requirements and the applicable conditions of exercise for investment businesses, BGL BNP Paribas has established and implemented a system for the conduct and monitoring of personal transactions.

The principles governing the functioning of such a system are described in the BGL BNP Paribas procedure for personal transactions available on the BGL BNP Paribas Echo'Net website. « Personal transactions » means « all operations (purchases, sales, subscriptions, redemptions or other) on financial instruments (equities, bonds, derivatives or other) carried out by me or on my behalf which could include transactions on behalf of a person with whom I have a family connection, a close relationship or other relationship which may lead to an important direct or indirect interest as the result of such operation other than the payment of fees or commission for the execution of such operation. I confirm that I have read the BGL BNP Paribas procedure regarding personal transactions and I undertake:

- To comply with the rules of conduct relating to the processing of privileged or confidential information as specified in the personal transaction procedure.
- To report to my employer any transaction covered by this procedure.
- To authorise my employer to provide to the BGL BNP Paribas Compliance

department, upon its request and with minimal delay, all information requested concerning one or more of my declared personal transactions, including transaction notices and summary statements of transactions recorded on an account held by a bank other than BGL BNP Paribas.

- To contact the BGL BNP Paribas Compliance department – Professional Ethics in case of doubt regarding the application of the rules of the personal transaction procedure.

X. WHISTLE-BLOWING POLICY

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**N.B.:** The present Non-Disclosure Agreement does not terminate with the termination of my service period at BGL BNP Paribas; the utmost discretion and absolute non-disclosure must be respected even after the termination of my services at BGL BNP Paribas.

This document is provided in 3 copies of which :

The original is kept by the BGL BNP Paribas contact person responsible for the External Freelancer and responsible for IT access for the latter.

One copy is kept by CTS (Department for Safety and Security).

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Luxembourg, date ...../...../.....

Signature

I, the undersigned :

Company name :

BGL BNP Paribas contact person:

Confirm that I have received the access badge no. ....

Confirm that I have read and agree with the obligations contained in this non-disclosure agreement. I undertake to comply with all of these obligations ;

Confirm that I have received a copy of the non-disclosure agreement ;

Take note that a paper copy of the BGL BNP Paribas internal procedures and their appendices are available upon simple request to CTS in the event that I do not have access to the BGL BNP Paribas IT systems.

Luxembourg, date ...../...../.....

Signature

Return of access badge no.....

Luxembourg, date ...../...../.....

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Classification : Internal

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Luxembourg, date ...../...../.....

Signature

I, the undersigned :

.....  
.....

Company name :

.....

BGL BNP Paribas contact person:

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- Inform CTS, via the BGL BNP Paribas contact person, of any exception to normal Bank access hours, which are from 6 a.m. to 10 p.m.
- To leave Bank premises without delay in the event an incident occurs which requires evacuation of the premises signalled by means of an alarm.

IX. COMMITMENT TO COMPLIANCE WITH POLICY ON PERSONAL TRANSACTIONS

I may be required to participate in activities which could lead to a conflict of interests or, in the course of my activities carried out on behalf of BGL BNP Paribas, have access to privileged information in the sense of Article 7, Clause 1 or Regulation (EU) No. 595/2014 of the European Parliament and of the Council of 16th April 2014 regarding market abuses (market abuse regulation) or other confidential information regarding clients or client transactions.

Pursuant to the rulings of Article 29 of the Delegate Regulation 2017/565 of 25th April 2016 of the supplementary EU Directive 2014/65 of the European Parliament and of the Council (MiFID II) regarding the organisational requirements and the applicable conditions of exercise for investment businesses, BGL BNP Paribas has established and implemented a system for the conduct and monitoring of personal transactions.

The principles governing the functioning of such a system are described in the BGL BNP Paribas procedure for personal transactions available on the BGL BNP Paribas Echo'Net website. « Personal transactions » means « all operations (purchases, sales, subscriptions, redemptions or other) on financial instruments (equities, bonds, derivatives or other) carried out by me or on my behalf which could include transactions on behalf of a person with whom I have a family connection, a close relationship or other relationship which may lead to an important direct or indirect interest as the result of such operation other than the payment of fees or commission for the execution of such operation.  
I confirm that I have read the BGL BNP Paribas procedure regarding personal transactions and I undertake:

- To comply with the rules of conduct relating to the processing of privileged or confidential information as specified in the personal transaction procedure.
- To report to my employer any transaction covered by this procedure.
- To authorise my employer to provide to the BGL BNP Paribas Compliance department, upon its request and with minimal delay, all

information requested concerning one or more of my declared personal transactions, including transaction notices and summary statements of transactions recorded on an account held by a bank other than BGL BNP Paribas.

- To contact the BGL BNP Paribas Compliance department – Professional Ethics in case of doubt regarding the application of the rules of the personal transaction procedure.

X. WHISTLE-BLOWING POLICY

I am aware that I may make use of the whistle-blowing system made available by BGL BNP Paribas. Such system is a right and not an obligation: I may not be subjected to penalty measures in the event of using it in good faith and as a disinterested party, nor for not having used it.  
Details of the whistle-blowing policy are available on the BGL BNP Paribas Echo'Net website under the heading Procedures or the Compliance pages.

**N.B.:** The present Non-Disclosure Agreement does not terminate with the termination of my service period at BGL BNP Paribas; the utmost discretion and absolute non-disclosure must be respected even after the termination of my services at BGL BNP Paribas.

- This document is provided in 3 copies of which :
- The original is kept by the BGL BNP Paribas contact person responsible for the External Freelancer and responsible for IT access for the latter.
  - One copy is kept by CTS (Department for Safety and Security).
  - One copy is kept by the External Freelancer.

Luxembourg, date ...../...../.....                      Signature

I, the undersigned :  
.....  
.....

Company name :  
.....

BGL BNP Paribas contact person:  
.....

- Confirm that I have received the access badge no. ....
- Confirm that I have read and agree with the obligations contained in this non-disclosure agreement. I undertake to comply with all of these obligations ;
- Confirm that I have received a copy of the non-disclosure agreement ;
- Take note that a paper copy of the BGL BNP Paribas internal procedures and their appendices are available upon simple request to CTS in the event that I do not have access to the BGL BNP Paribas IT systems.

Return of access badge no.....

Luxembourg, date ...../...../.....                      Signature

