

CONFIDENTIALITY, PROFESSIONAL SECRECY AND NON-COMPETE CLAUSES – SAMPLE

Foreword

Mr. xxxxx, Avenue du Lac 1, 1200 Geneva, is ascribed to absolute confidentiality regarding all the information and methods he is aware of in the exercise of his activity within Company X. Moreover, he is banned from competing in any way against Company X for its customers or prospects.

Personal commitment

The undersigned agrees to keep secrecy towards third parties on any business, method or tool that he is aware of in the exercise of his functions / of his mandate. The same conditions apply within 24 months after the termination of the employment relation.

The business and method here mentioned include all customer-related information, as well as the knowledge of the work methods and tools developed and used within Company X. The intellectual property of these work methods and tools exclusively belongs to Company X.

Any violation of this obligation causes the immediate termination of the employment relation and the payment by the undersigned of a contractual penalty of:

CHF 100'000.- (one-hundred-thousand Swiss Francs)

as compensation.

Moreover, Company X. retains a right to bring an action against the undersigned in order to obtain a compensation payment superior to the amount of the contractual penalty. Company X. also retains the right to bring the undersigned to a penal court.

The place of jurisdiction is Lausanne.

The undersigned hereby declares that he has carefully read and fully understands the contents of the “Confidentiality, Professional Secrecy and Non-Compete Clause” and its legal implications. He commits to fully respecting all its provisions.

Location: Geneva

Date: November 1st 2011

Name: Mr. xxxxx

Signature: