

## **Declaration of Secrecy**

Please complete this form in BLOCK CAPITALS and in black ink. Please sign this form on your first day.

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## Meaning of words used in this declaration

For the purposes of this declaration 'the RBS Group' shall mean The Royal Bank of Scotland Group plc, including any subsidiary or associated company of the RBS Group.

Reference to 'my employment' shall mean the engagement of the person making the declaration whether as an employee, consultant, contractor or otherwise by any company forming part of the RBS Group.

'Confidential Information' is knowledge about the commercial affairs and business transactions of the Company and the Group, including, but not limited to, information about the customers, clients, employees, suppliers (whether former, actual or potential), Group contracts, pricing structures, financial and marketing details, terms of business, proposed transactions, business plans, premises, assets, internal communications, Intellectual Property, technical systems and data, designs, formulae, product lines, projects, operational procedures, research activities, negotiating position, forward planning, technical and product developments, accounts, finances, computer software, and general know-how of the Company or any Group Company. Confidential Information also includes, without limitation:

- (a) information relating directly or indirectly to particular securities or issuers thereof (both Group companies and third parties) and which would, if generally available, be likely to have an effect on the price of such securities or related investments ('Price-Sensitive Information');
- (b) any information contained in documents marked 'confidential' or documents of a higher security classification and other information which, because of its nature or the circumstances in which you receive it, you should reasonably consider to be confidential; and
- (c) confidential information (howsoever obtained) about or provided by any third party received during the course of or as a result of your employment by the Group.

'Intellectual Property' for the purposes of this agreement means patents, rights to inventions, trade marks, service marks, registered designs (including applications for and rights to apply for any of them), unregistered design rights, trade or business names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, copyright and related rights, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how and trade secrets) and any similar rights in any country.

## 1. Declaration

I will at all times observe secrecy in respect of all the affairs of the RBS Group of which I become aware as a result of my employment and in particular I will keep confidential:

- (a) all information relating to the RBS Group customers including their identity, their accounts and the details of all RBS Group products or policies held by them;
- (b) all the actual or proposed transactions of the RBS Group with its customers, suppliers, advisers, regulators and other business connections; and
- (c) all data belonging to, or held by, the RBS Group whether stored electronically or otherwise and all Confidential information of the RBS Group.

And I further **declare** that I will not at any time disclose, reveal, cause the publication of or otherwise make use of any such Confidential Information whether for my personal gain or otherwise and I will not make any direct or indirect detrimental or derogatory references to the RBS Group, its directors or employees in any form, including on the internet (for example making any such references in any on-line diary, typically known as 'blogging').

In making this declaration of secrecy I fully understand that:

(1) maintaining absolute confidentiality is crucial to the RBS Group whose business depends upon the discretion of employees and contracted personnel;

- (2) a breach of this undertaking of confidentiality will be regarded as a serious disciplinary matter and may lead to my dismissal/termination of my contract and/or criminal proceedings;
- (3) this obligation of secrecy will apply to all the RBS Group's business and will remain in full force and effect even after I have left the service of, or ceased working within, the RBS Group;
- (4) the obligation of secrecy will apply unless I have express written consent from the RBS Group to disclose the Confidential Information or I am required to do so by law or the information is already in the public domain, other than by way of unauthorised use or to a disclosure which constitutes a protected disclosure within the meaning of applicable public interest disclosure legislation.

2. Signature	
In witness whereof I have signed this declaration	n as a deed
Signature	
Date (DD/MM/YYYY)	
In the presence of:	
Witness signature	Witness name (in full)
	Witness name (in full)
	Witness address
D (DD/MMAQAA)	NA/An and an analysis and
Date (DD/MM/YYYY)	Witness occupation