

BACKGROUND

Swiss banker avoids paying debt using Swiss law enforcement.

A UK creditor invoices a Swiss banker for services rendered. The banker refuses to pay and instead has a Swiss lawyer threaten criminal defamation charges unless his creditor signs an agreement (below).

The creditor refuses to sign and reports the banker's lawyer to the Swiss law society for misconduct.

In retaliation, the banker and lawyer file criminal defamation charges but offer to remove them and show lack of interest in putting the creditor and his family deeper into trouble should the agreement be signed. The banker also states, he will pay his debt once the agreement is signed.

At the same time, a part time Swiss prosecutor emails the creditor labeling him a tyrant for annoying Swiss authorities and sending endless reminders to the banker.

She warns the creditor he is on Switzerland's police wanted list and orders him to stop otherwise, she will intensify her manhunt for him.

She promptly instructs police to interrogate the creditors debt collector and family.

Police inform the creditor they are just following the prosecutors orders, that he must fly to Zurich for interrogation and that there is nothing to be afraid of.

The creditor asks the banker's lawyer why he is doing this – the lawyer says he can imagine that police involvement is unpleasant and guarantees international police will also become involved.

The lawyer tells the creditor, he can stop this happening once the agreement is signed, then the banker will no longer need police protection.

Police inform the creditor - It is the state prosecutor's decision what further steps will be taken and that could mean police will continue interrogating people.

The creditor has also has been recognised as a Whistleblower who exposed widespread corruption in the foreign exchange market that spanned three continents and resulted in numerous financial institutions being placed under investigation.

His lawyers believe he was targeted for this reason specifically and requested Switzerland's Attorney General to promptly withdraw the warrant and terminate all criminal proceedings.

That request was blatantly ignored and on orders of the Swiss Federal Police and Government, the creditor / Whistleblower has since been arrested, stripped and incarcerated in solitary confinement twice.

An EU Schengen warrant for his arrest remains active throughout Europe.

The following pages contain a translated copy of a original German cease and desist agreement declaration written by Swiss real estate lawyer **OLIVER VUILLAUME**.

CEASE AND DESIST DECLARATION

Bihrer Attorneys at Law Ltd.
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I,

....., born address:

hereby agree,

to immediately

and for an indefinite period to,

a) make no further utterances or spread more to third parties about Andreas Ambach and / or about his personal, social, professional and religious environment.

This applies in particular, but not only, to statements that Andreas Ambach and / or his environment, explicitly or implicitly, present or make appear to be;

- criminal / delinquent / offender (e.g., thief, cheat, tax evader / fraudster, etc.)
- dishonest / deceitful / sneaky / liar / scammer / hypocrite / impostor
- sick / mental / mentally disturbed
- Incestuous
- brazenly arrogant
- incredulous / pathetic / disgraceful
- incompetent / stupid
- money grabber / stingy / corrupt
- bad debtor / insolvent / not creditworthy
- parasite / freeloader
- cowardly / whiner / wimp
- ridiculous / clown / joker

In addition, in general, I undertake not to utter or disclose any further statements that violate Andreas Ambach's honor, which is protected under criminal and civil law Or to injure or belittle him as other than an honest person and person of integrity.

The term "utterances" in the sense of the preceding paragraphs includes any kind of communication, besides words as well as pictures, photo images, gestures etc.

The term "statements" in the sense of the preceding paragraphs encompasses all types of communication, including words, pictures, photos, gestures etc. The term "third party" covers not only natural and legal persons, but also any organizations, authorities etc. Andreas Ambach's "environment" includes, but is not limited to, his family, his friends, employers and business associates, Jehovah's Witnesses and his lawyer, Olivier Vuillaume.

b) Never to contact Andreas Ambach and his family again (neither personally, by phone, in writing, by e-mail, SMS, Whatsapp, via social media or otherwise), neither directly nor indirectly, and to immediately keep away from Andreas Ambach and his family.

To sum up and to put it in a simplified way, I therefore undertake (1.) to cease any contact with Andreas Ambach and his family and (2.) from now on, to remain silent about Andreas Ambach and his entire environment.

In the event I violate any of my above obligations, I will pay Mr Ambach a contractual penalty of CHF 50'000.00, owed for each individual violation, whereby the payment of any contractual penalties does not release from me from further compliance with Mr. Ambach's demands. Mr. Ambach also reserves the right to claim further damages in full and he remains entitled to prosecute me before other competent courts.

In all respects, this cease and desist declaration is subject to Swiss substantive law, with the exclusion of the conflict of laws provisions. The place of jurisdiction for disputes arising from or in connection with this declaration of cease and desist is Zurich 1, where I would also establish a special domicile within the meaning of Art. 50 Para. 2 SchKG. Mr. Ambach also reserves all rights to sue me before any other competent courts if I should violate this cease and desist declaration.

Place and Date

Signed

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Important notes and references follow:

IV. INDIRECT OBLIGATIONS – DUTIES ON STATES

As indicated at the outset, international law can play both a direct and an indirect role in holding companies accountable under human rights law. First, international law can and does set out the obligations of states to ensure national laws and procedures effectively enforce international standards in relation to companies. This chapter explores these indirect obligations on businesses. Secondly, international law could impose obligations directly on corporations, even when national laws in the countries in which they do business are inconsistent with international standards.

Chapter 5 will look at this direct application of international standards to companies. Chapter 6 will examine how indirect and direct obligations might be enforced using existing international procedures. The importance of national law To date, discussions of international legal principles designed to ensure that companies respect human rights have tended to focus on direct accountability. This is not surprising. Many of the most high profile cases of alleged abuses of rights by companies involve multinational corporations.

As noted above, there is a sense that these corporations have “outgrown” national regulation, so that they are in effect beyond the reach of national law (at least beyond the efforts of poorly equipped and

under-resourced governments in developing countries). There are good reasons, however, for turning to national law first. The state is the basic unit of international law and most international law puts obligations on states – rather than individuals – even though (as discussed in Chapter 5 below) it is increasingly attributing responsibilities to private actors.

When international law aims at changing law or practice in the world, it must largely rely on states to effect the change. For example, there are international treaties that require states to outlaw corruption. It is then up to each state to ensure that their laws define and criminalise corruption and to bring individuals to justice.

Without national action by governments, the rules are practically unenforceable.

A threat is a communicated intent to inflict harm or loss on another person. A threat is considered an act of coercion. ... Some of the more common types of threats forbidden by law are those made with an intent to obtain a monetary advantage or to compel a person to act against his or her will.

It is not necessary to prove that the behavior was so violent as to cause mean terror or that the victim was actually frightened. Threat, criminal threatening (or threatening behavior) is the crime of intentionally or knowingly putting another person in fear of bodily injury.

The third part is where the problem comes in: the definitions of embezzlement and blackmail differ from state to state, but, by and large, an attempt to obtain money from someone else by threatening to expose them or report them to the authorities arguably constitutes embezzlement or blackmail.