

# MUTUAL NON-DISCLOSURE AGREEMENT

**This Mutual Non-Disclosure Agreement** (the “Agreement”) is entered into as of \_\_\_\_\_  
(the “Effective Date”)

**BETWEEN:**

**[Your Name/Company Name]**  
Address: [Your Address]  
Switzerland  
(hereinafter referred to as “Consultant”)

**AND:**

**[Client Company Name]**  
Address: [Client Address]  
Country  
  
(hereinafter referred to as “Client”)

Each a “Party” and together the “Parties.”

## RECITALS

WHEREAS, the Parties wish to explore a potential business relationship concerning data and artificial intelligence consulting services;

WHEREAS, in connection with such discussions and potential engagement, each Party may disclose to the other certain confidential and proprietary information;

WHEREAS, the Parties wish to protect the confidentiality of such information in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

## 1. DEFINITION OF CONFIDENTIAL INFORMATION

### 1.1

“Confidential Information” means any and all information, whether oral, written, electronic, or in any other form, disclosed by one Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), including but not limited to:

- Business strategies, plans, and financial information
- Technical data, algorithms, models, source code, and methodologies
- Customer and supplier information, including lists and relationships
- Marketing strategies and plans

- Trade secrets and proprietary know-how
- Any other information marked as “Confidential” or that would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure

## 1.2

Confidential Information shall not include information that:

- Was already known to the Receiving Party prior to disclosure, as evidenced by written records
- Is or becomes publicly available through no breach of this Agreement by the Receiving Party
- Is rightfully received by the Receiving Party from a third party without breach of any confidentiality obligation
- Is independently developed by the Receiving Party without use of or reference to the Confidential Information, as evidenced by written records
- Is required to be disclosed by law, regulation, court order, or governmental authority, provided that the Receiving Party provides prompt written notice to the Disclosing Party and cooperates in any effort to limit such disclosure

## 2. OBLIGATIONS OF RECEIVING PARTY

### 2.1

The Receiving Party agrees to:

- Hold all Confidential Information in strict confidence
- Use the Confidential Information solely for the purpose of evaluating and engaging in the business relationship contemplated between the Parties
- Not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party
- Protect the Confidential Information using the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care
- Limit access to Confidential Information to those employees, contractors, or advisors who have a legitimate need to know and who have been informed of the confidential nature of such information

### 2.2

The Receiving Party shall be responsible for any breach of this Agreement by its employees, contractors, or advisors.

### **3. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION**

#### **3.1**

All Confidential Information remains the exclusive property of the Disclosing Party. No license or other rights in the Confidential Information are granted by this Agreement.

#### **3.2**

Upon written request by the Disclosing Party, or upon termination of this Agreement, the Receiving Party shall:

- Promptly return or destroy all copies of Confidential Information in any form
- Provide written certification of such return or destruction if requested
- The obligation to maintain confidentiality shall survive such return or destruction

### **4. TERM AND TERMINATION**

#### **4.1**

This Agreement shall commence on the Effective Date and shall continue in force until terminated by either Party upon thirty (30) days' written notice to the other Party.

#### **4.2**

The confidentiality obligations set forth in this Agreement shall survive termination and shall remain in effect for a period of five (5) years from the date of disclosure of the Confidential Information, except for information that constitutes a trade secret under applicable law, which shall be protected for as long as it remains a trade secret.

### **5. NO OBLIGATION TO DISCLOSE OR PROCEED**

#### **5.1**

Nothing in this Agreement obligates either Party to disclose any Confidential Information or to proceed with any transaction or business relationship.

#### **5.2**

This Agreement does not create any agency, partnership, joint venture, or employment relationship between the Parties.

### **6. REMEDIES**

#### **6.1**

The Parties acknowledge that monetary damages may be insufficient to compensate for a breach of this Agreement and that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in addition to all other remedies available at law or in equity.

## 6.2

The prevailing Party in any action to enforce this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

## 7. DATA PROTECTION NOTICE

### 7.1

This Agreement relates solely to the protection of commercial confidential information and trade secrets.

### 7.2

To the extent that any Confidential Information shared under this Agreement includes personal data subject to the EU General Data Protection Regulation (GDPR) or Swiss Federal Act on Data Protection (FADP), the Parties acknowledge that separate data processing agreements and appropriate safeguards shall be established prior to any processing of such personal data.

### 7.3

The Consultant represents that its standard consulting engagements do not involve handling personal data of data subjects. Should the scope of work change to include such data, the Parties agree to execute appropriate data protection addenda before any such processing commences.

## 8. GENERAL PROVISIONS

### 8.1

**Governing Law and Jurisdiction:** This Agreement shall be governed by and construed in accordance with the substantive laws of Switzerland, excluding its conflict of law provisions. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of [Zürich/your canton], Switzerland.

### 8.2

**Entire Agreement:** This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communications, whether oral or written.

### 8.3

**Amendment:** This Agreement may only be amended or modified by a written instrument signed by both Parties.

### 8.4

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

### 8.5

**Waiver:** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver.

**8.6**

**Assignment:** Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, except that either Party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets.

**8.7**

**Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall have the same legal effect as original signatures.

**8.8**

**Language:** This Agreement is executed in English. In case of any translation, the English version shall prevail.

**SIGNATURES**

**CONSULTANT:**

Signature: \_\_\_\_\_

Name: [Your Name]

Title: [Your Title]

Date: \_\_\_\_\_

**CLIENT:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_