# NONDISCLOSURE AGREEMENT

1. This Nondisclosure Agreement (the "Agreement") is entered into by and between

("Party A")

and

("Party B")

(Party A and Party B in the following denoted by Contracting parties, in short «Parties»)

for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").

2. For purposes of this Agreement, "Confidential Information" shall include all trade secrets and confidential information designated as such by a Party prior or at the time any such trade secret or confidential information is transmitted to the other Party. Notwithstanding the foregoing, any information exchanged by the Parties concerning

shall constitute Confidential Information.

3. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information   
3.1 that was possessed before receipt;   
3.2 is or becomes a matter of public knowledge through no fault of a Party;   
3.3 is rightfully received from a third party not owing a duty of confidentiality;   
3.4 is disclosed without a duty of confidentiality to a third party by, or with the authorization of the disclosing Party; or   
3.5 is independently developed.

4. The Parties shall use Confidential Information specified in paragraph 2 t only for the purpose of the this Agreement.

5. The Parties shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without prior written consent. The Parties shall satisfy its obligations under this paragraph if it takes affirmative measures to ensure compliance with these confidentiality obligations by its employees, agents, consultants and others who are permitted access to or use of the Confidential Information.

6. This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon either Party any rights, license or authority in or to the information exchanged, except the limited right to use Confidential Information specified in paragraph 2. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement.

7. This Agreement states the entire agreement between the Parties concerning the disclosure of Confidential Information and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

8. This Agreement shall be governed in accordance with the laws of Zurich/Switzerland. The Parties consent to the exclusive jurisdiction of the courts located in Zurich in any action arising out of or relating to this Agreement and waive any other jurisdiction to which either Party might be entitled by domicile or otherwise.

9. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

10. This Agreement and each Party's obligations shall be binding on the representatives, assigns and successors of such Party. Each Party has signed this Agreement through its authorized representative according to the power laid down in their register of Commerce.

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| Party A by | Party B by |
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|  |  |
|  |  |
|  |  |
| Date | Date |

Persons :( Typed or Printed Name, Position, Signature)