

Mutual Non-Disclosure Agreement

Protection of confidential information during opportunity assessment

INSTITUTIONAL DOCUMENT | ENGLISH VERSION

This template must be completed and reviewed for each transaction. It does not replace independent legal advice.

Parties and effective date

Effective date	_____ _____
Party 1	FINENPROC AG, Baarerstrasse 11, 6300 Zug, Switzerland; CHE-170.3.044.906-1
Party 2: legal name	_____ _____
Entity type and jurisdiction	_____ _____
Registration number	_____ _____
Address	_____ _____ _____ _____
Authorized representative	_____ _____
Notice email	_____ _____

Each party may disclose or receive Confidential Information. The disclosing party is the “Disclosing Party” and the receiving party is the “Receiving Party”.

1 Purpose

To enable the parties to evaluate, negotiate and, where appropriate, document a potential commercial, financial, energy, procurement or investment relationship (the “Purpose”).

2 Confidential Information

All non-public information disclosed in any form, including corporate, financial, technical, commercial, legal, operational and strategic information, personal data, models, agreements, assets, projects, counterparties, and the existence or status of discussions.

3 Exclusions

Information is not confidential if the Receiving Party can demonstrate that it: (a) became public without breach; (b) was already lawfully known; (c) was lawfully received from a third party without a duty of confidence; or (d) was independently developed.

4 Use and protection

The Receiving Party shall use Confidential Information solely for the Purpose and apply at least the same degree of care used to protect its own sensitive information, and never less than reasonable care.

5 Permitted recipients

Information may be shared with directors, employees, professional advisers, financing sources or affiliates who need to know it for the Purpose and are bound by confidentiality obligations. The Receiving Party remains responsible for their breaches.

6 Required disclosure

If disclosure is required by law, authority or court, the Receiving Party shall, where legally permitted, give prior notice to the Disclosing Party and limit disclosure to the minimum required.

7 Personal data and security

Each party shall process personal data in accordance with applicable law, maintain appropriate safeguards and promptly report incidents that may affect the other party's information.

8 Return or destruction

Upon written request, the Receiving Party shall return or destroy Confidential Information and confirm compliance, except for copies retained under law, regulation or automatic backup, which shall remain protected.

9 Term

This Agreement remains in force for three years from the effective date. Confidentiality obligations survive for five years after each disclosure; trade secrets remain protected for as long as they retain that status under applicable law.

10 No commitment or warranty

Disclosure does not obligate either party to complete a transaction or grant any license or right. Information is provided without warranty except as expressly stated in definitive agreements.

11 Non-solicitation and non-circumvention

For two years, neither party shall deliberately bypass the other regarding a counterparty specifically introduced for the Purpose or use Confidential Information to improperly appropriate an identified opportunity. This does not restrict demonstrable pre-existing relationships or general business activities.

12 Protective remedies

The parties acknowledge that monetary damages may be inadequate and that the affected party may seek injunctive or other available relief, without prejudice to a claim for provable damages.

13 Governing law and jurisdiction

This Agreement is governed by the substantive laws of Switzerland. The competent courts of Zug, Switzerland, have exclusive jurisdiction unless the parties agree otherwise in writing.

14 General provisions

This Agreement is the entire understanding regarding confidentiality for the Purpose. Amendments must be in writing. Neither party may assign it without written consent, except to an affiliate or successor that assumes its obligations. Invalidity of one provision does not affect the remainder. Electronic signatures and counterparts are permitted.

Signatures

FINENPROC AG Name: _____ Title: _____ Signature: _____ Date: _____	The other party Name: _____ Title: _____ Signature: _____ Date: _____
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