

## Confidentiality Agreement

*(Draft which may have to be adjusted according to the particulars of a specific case).*

Between

\_\_\_\_\_

**(Secrecy holder)**

and

\_\_\_\_\_

**(Secrecy receiver)**

Concerning

\_\_\_\_\_

1. The holder has developed a new....., that has not yet been disclosed or publicly used.  
Not publicly accessible proprietary right applications already filed or being planned.
2. The receiver will receive the new..... on a confidential basis. The receiver undertakes to keep the information and documents received confidential until the holder informs him in writing that secrecy is no longer required.
3. The receiver undertakes to make this information and documentation accessible to employees or third parties only to the extent necessary. In such cases the names have to be immediately communicated to the holder.
4. The receiver undertakes not to use the information or documentation for his own or for third party purposes without written authorization or agreement from the holder. Express permission of the holder is required for improvements or further developments or new uses as well as for resulting proprietary right applications.
5. The receiver undertakes to impose the confidentiality obligations and restrictions of use on the said employees and third parties as far as these have not already reached an agreement with the holder.

6. This confidentiality agreement is not valid for information which can be proven.
- a) To have already been publicly accessible or which became publicly accessible without violation of this agreement.
  - b) To have been available in writing or by means of documents to the receiver on the day of the confidential handover.
  - c) To have been rightfully given to the receiver by a third party.
7. In each case of a violation of this agreement the receiver has to pay a penalty of CHF..... . If higher damage can be proved this damage is also to be compensated. Payment of the penalty does not discharge the obligation to respect the conditions of this agreement.
8. Any disputes arising out of the present agreement shall be treated in accordance with the provisions on conciliation contained in the Conciliation and Arbitration Rules of the Zurich Chamber of Commerce. Swiss law is applicable and the decision of the Zurich Chamber of Commerce with seat in Zurich is final.

\_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
**(HOLDER)**

\_\_\_\_\_  
**(RECEIVER)**