

Confidentiality Agreement

Interested Party vis-à-vis VZ



Title:	<input type="checkbox"/> Mr	<input type="checkbox"/> Ms	Date of birth:	<input type="text"/>
Last name:	<input type="text"/>		First name:	<input type="text"/>
Street:	<input type="text"/>		Street number:	<input type="text"/>
Postcode:	<input type="text"/>		City:	<input type="text"/>
Country:	<input type="text"/>		Nationality/ies:	<input type="text"/>
Email:	<input type="text"/>		Telephone:	<input type="text"/>

(hereinafter «interested party»)

1. Content of the confidentiality agreement

The interested party acts

as a private person on behalf of a company: _____
and is interested in a participation/acquisition of the company with the project name:

(hereinafter «enterprise»)

VZ Legal and Tax Consulting Ltd (hereinafter «VZ») represents the enterprise in relation to any corporate acquisition by the interested party. On behalf of and at the behest of the enterprise, VZ shall provide the interested party with information concerning the enterprise.

The interested party undertakes to:

- treat all information about the company provided to him/her in the strictest confidence. As a general rule, all information about the enterprise that is not publicly known and accessible is deemed to be confidential, including the information that shares in the enterprise are to be acquired or that discussions are being held about them (hereinafter «information»).
- use the information made available to it solely for the purpose of preparing and examining a possible investment and – subject to any statutory or official disclosure obligations – to pass it on to third parties only with the express written consent of the enterprise.
- take all precautions to ensure confidentiality and to protect the information from access, use and unlawful appropriation.

Subject to any statutory provisions or data archiving policies to the contrary, in the event of a negative investment decision, the interested party undertakes to return all written information provided, to destroy any copies thereof and to delete any data stored on other media.

The parties acknowledge that the information may contain personal data, in respect of which each of the parties acts as an independent controller. The interested party shall process personal data only to the extent and in such manner, as is necessary for the purposes of this processing. The parties shall at all times comply with the data protection legislation applicable to them in connection with their obligations under this agreement, shall assist the other party in complying with its obligations under data protection legislation and shall notify the other party without undue delay on becoming aware of any breach of the data protection legislation.

2. Liquidated damages

In the event of a breach of this confidentiality agreement, the interested party shall be liable, within the meaning of Art. 112 para. 2 Swiss Code of Obligations (CO), to pay liquidated damages to the enterprise for each breach.

The liquidated damages amount to CHF _____

Any payment of liquidated damages shall not release the interested party from further performance of the present obligations or relieve him/her from potential liability for further claims of damages.



3. Conclusion, termination and place of jurisdiction

The interested party acknowledges that, until the conclusion of a final written agreement, each party shall be entitled at any time and without stating reasons to change or terminate the process in connection with a participation/acquisition and to terminate discussions and negotiations. Each party shall bear its own costs.

The confidentiality agreement shall remain in full force even after the termination of the discussions and irrespective of their outcome. This confidentiality agreement shall be governed by Swiss law. **Exclusive jurisdiction shall be vested in the courts at the registered office of VZ**, unless specified otherwise by mandatory statutory provisions.

Interested Party

Date:



Last name:

First name:

