# MUTUAL NON-DISCLOSURE AGREEMENT

THIS AGREEMENT [the agreement] is entered into on this 15th day of February 2025 by and between:  
  
1. ABC Innovations GmbH, having its registered office or based in Hauptstraße 123, 10115 Berlin, Germany, hereinafter referred to as "ABC Innovations";  
  
2. XYZ Solutions Ltd., having its registered office or based in 456 King’s Road, London, SW3 5EE, United Kingdom, hereinafter referred to as "XYZ Solutions";  
  
Individually referred to as a Party, or collectively as the Parties.  
  
WHEREAS:  
  
The Parties hereto desire to evaluate entering into a partnership or business collaboration for the purpose of joint research and development in the field of artificial intelligence solutions.  
  
Throughout the aforementioned discussions, Parties may share between themselves proprietary information or Confidential Information under the terms and covenants set forth below.  
  
THE PARTIES HERETO AGREE AS FOLLOWS:  
  
1. Confidential Information  
  
1.1 For the purposes of this Agreement, Confidential Information means any data or information that is proprietary to or possessed by a Party and not generally known to the public or that has not yet been revealed, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to:  
  
1.1.1 any scientific or technical information, invention, design, process, procedure, formula, improvement, technology, or method;  
  
1.1.2 any concepts, samples, reports, data, know-how, works-in-progress, designs, drawings, photographs, development tools, specifications, software programs, source code, object code, flow charts, and databases;  
  
1.1.3 any marketing strategies, plans, financial information, or projections, operations, sales estimates, business plans, and performance results relating to the Party’s past, present, or future business activities, or those of its affiliates, subsidiaries, and affiliated companies;  
  
1.1.4 trade secrets; plans for products or services, and customer or supplier lists;  
  
1.1.5 any other information that should reasonably be recognized as Confidential Information by the Parties.  
  
2. Purpose of the Disclosure of Confidential Information  
  
The Parties will enter into discussions regarding future collaboration toward a European Funded Project in the field of artificial intelligence research or evaluate alternatives for partnership or collaboration with each other for the purpose of joint software development and commercial exploitation.  
  
3. Undertakings of the Parties  
  
3.1 The Receiving Party agrees to use the Confidential Information solely in connection with purposes contemplated between the Parties in this Agreement and not to use it for any other purpose or without the prior written consent of the Disclosing Party.  
  
3.2 The Receiving Party will not disclose and will keep confidential the information received, except to its employees, representatives, or agents who need to have access to the Confidential Information for the purpose of carrying out their duties in connection with the permitted purposes specified in clause 2.  
  
4. Miscellaneous  
  
4.1 Duration and Termination  
  
4.1.1 This Agreement shall remain in effect for a term of three (3) years. Notwithstanding the foregoing, the Receiving Party’s duty to hold in confidence Confidential Information that was disclosed during the term shall remain in effect indefinitely, save otherwise agreed.  
  
4.1.2 If the Parties succeed in securing the proposed collaboration and enter into a formal partnership agreement, the non-disclosure provisions of such agreement shall supersede this Agreement.  
  
4.2 Applicable Law and Jurisdiction  
  
This Agreement shall be construed and interpreted by the laws of Germany. The court of Berlin shall have jurisdiction.  
  
IN WITNESS WHEREOF, the Parties hereto have caused this Mutual Non-Disclosure Agreement to be executed as of the date stated above.  
  
Name: John Doe Name: Jane Smith  
  
Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date: 15/02/2025 Date: 15/02/2025