# MUTUAL CONFIDENTIALITY AGREEMENT

## Executive Strategic Assessment

### BETWEEN:

The Executive (“You”)  
Name: \_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_

Organization: \_\_\_\_\_\_\_\_\_\_\_

The Advisor (“Francisco Baptista”)  
Executive Integration Architect  
Francisco Baptista Coaching & Consulting  
Lausanne, Switzerland

Collectively referred to as “Both Parties”

Date: \_\_\_\_\_\_\_\_\_\_\_

## STRATEGIC CONTEXT

Both Parties recognise that executive transitions involve highly sensitive organisational dynamics, career-critical decisions, and proprietary methodologies. This Agreement ensures complete confidentiality while enabling candid strategic dialogue.

The Executive requires absolute discretion regarding their transition challenges, organisational dynamics, and career considerations.

The Advisor employs proprietary assessment methodologies and frameworks developed through 200+ executive engagements that constitute valuable intellectual property.

Both Parties benefit from unrestricted dialogue protected by mutual confidentiality.

## MUTUAL COMMITMENTS

Definition of Confidential Information

Executive’s Confidential Information includes:

* Organisational structures, dynamics, and personnel matters
* Performance evaluations, feedback, and development areas
* Career aspirations, concerns, and strategic options
* Compensation, incentive structures, and negotiations
* Board dynamics and stakeholder relationships
* Strategic initiatives and transformation plans
* Personal circumstances affecting professional performance

Advisor’s Confidential Information includes:

* Executive Integration Architecture™ methodology
* Assessment frameworks and diagnostic tools
* Pattern recognition insights from other engagements
* Strategic recommendations and interventions
* Behavioural integration protocols
* Success/failure predictive indicators

Mutual Obligations

Both Parties agree to:

* Maintain absolute confidentiality of all disclosed information
* Use information solely for the Purpose (defined below)
* Not disclose to any third party without written consent
* Protect information with the same degree of care used for own confidential information
* Return or destroy all materials upon request

Purpose

The sole purpose (“Purpose”) of information exchange is to:

* Conduct strategic assessment of executive transition complexity
* Identify success accelerators and failure patterns
* Develop targeted intervention strategies if warranted
* Enable informed decision-making regarding ongoing engagement

Permitted Disclosures

Confidential Information may be disclosed only:

* With prior written consent of the disclosing Party
* If required by law, regulation, or court order (with immediate notice to other Party)
* To professional advisors bound by equivalent confidentiality obligations

Note: The Advisor may reference general patterns and anonymised insights in thought leadership, provided no identifying information is disclosed.

Non-Solicitation

For 24 months following this Agreement:

* The Advisor will not solicit employment from Executive’s organisation
* The Executive will not solicit Advisor’s other clients or partners
* Both Parties may engage in future professional relationships without restriction

Intellectual Property

* The Executive retains all rights to their organisational information
* The Advisor retains all rights to methodologies and frameworks
* Insights developed jointly during assessment remain confidential to Both Parties
* No license or transfer of intellectual property is implied

Duration

This Agreement remains in effect for:

* Five (5) years from date of signature
* Survival of obligations regarding proprietary methodologies: Indefinite
* Early termination only by mutual written consent

Data Protection

Both Parties comply with applicable data protection regulations including:

* GDPR (European Union)
* Swiss Federal Act on Data Protection
* Relevant jurisdiction-specific requirements

Electronic communications will use appropriate security measures.

Remedies

Both Parties acknowledge that breach would cause irreparable harm not adequately compensated by monetary damages. Equitable relief, including injunction, is available alongside other remedies.

Governance

* Governing Law: Swiss Law
* Jurisdiction: Courts of Lausanne, Switzerland
* Dispute Resolution: Good faith negotiation, then binding arbitration under Swiss Rules of International Arbitration
* Entire Agreement: This Agreement supersedes all prior understandings
* Amendments: Valid only in writing, signed by Both Parties
* Severability: Invalid provisions do not affect remaining terms

## ACKNOWLEDGMENT

By signing below, Both Parties confirm:

* Understanding of all terms and obligations
* Authority to enter this Agreement
* Recognition that mutual trust enables optimal outcomes
* Commitment to maintaining highest professional standards

This Agreement enables the candid, strategic dialogue necessary for evaluating complex executive transitions while protecting both organisational and methodological confidentiality.

### SIGNATURES

THE EXECUTIVE

Signature

Print Name

Title & Organization

Date

THE ADVISOR

Francisco Baptista  
Executive Integration Architect

Date