**AGREEMENT REGARDING MUTUAL DISCLOSURE OF INFORMATION**

**(Switzerland)**

THIS AGREEMENT is made on XX.XX.2014 between BearingPoint Switzerland AG, a Swiss company with its registered office at Pfingstweidstrasse 60, 8005 Zurich (“BearingPoint") and XXX, address XXX ("XXX").

1. **Purpose.** BearingPoint and XXX (the “Parties”) wish to explore a business possibility of mutual interest and each of the Parties desires to receive confidential information of the other Party for the following purpose: XXX is analyzing the feasibility to integrate FiTAX in its IT-environment (the "Purpose"). For purposes of this Agreement, the Party disclosing confidential information is hereinafter referred to as the "Disclosing Party" and the Party receiving confidential information is hereinafter referred to as "Recipient." In connection with the Purpose, certain trade and business information proprietary to the Disclosing Party, and which the Disclosing Party considers confidential, may be provided to Recipient. This Agreement is entered into between the Parties solely for the purpose of exchanging the Confidential Information defined in Section 2 below. Without prejudice to the provisions of this Agreement, neither Party shall have any liability to the other in relation to the business purpose referred to herein if negotiations pertaining to this possible opportunity are terminated at any time before execution and exchange of any services agreement between the Parties.
2. **Definition.** "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually): (i) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, in writing or orally with specific written notification of such oral disclosure within three (3) days thereafter, to Recipient; or (iii) that due to its character, nature, or method of transmittal, a reasonable person under like circumstances would treat as confidential.

Confidential Information provided by the Disclosing Party under this Agreement may constitute material, nonpublic information of that Disclosing Party, and trading, or providing a “tip” of material nonpublic information to others who use it to trade, in the securities of BearingPoint (or the securities of its affiliates, subsidiaries or partners, including BearingPoint, Inc.) while in possession of such material, nonpublic Confidential Information may constitute a violation of the U.S. federal securities laws.

1. **Exclusions.** Confidential Information does not include information, technical data or know-how which:
   1. is in Recipient's possession at the time of disclosure as shown by competent evidence prior to the time of disclosure;
   2. before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient;
   3. is approved for release by written authorization of the Disclosing Party;
   4. is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or
   5. is independently developed by Recipient without reference to Confidential Information.
2. **Use Limitations.** Recipient agrees not to use the Confidential Information for its own or any other use except for the Purpose and for internal administrative purposes. Recipient shall not use the Confidential Information for purposes of unfair competition. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party. Recipient will not remove Disclosing Party’s proprietary markings, including copyright notices, from any section or piece of the Confidential Information, and any and all authorized copies must contain the same proprietary markings, including copyright notices, contained on the Confidential Information provided to Recipient.
3. **Non-Disclosure.** Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated Purpose and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on nondisclosure and proper treatment of confidential information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information if in the opinion of its counsel disclosure is required by law; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure and that Recipient requests confidential treatment of the disclosed Confidential Information. Recipient agrees that it shall treat the Confidential Information with the same degree of care it accords its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information.
4. **Third Party Information.** Neither Party shall communicate any information to the other in violation of the proprietary rights of any third party.
5. **Return of Materials.** Any materials or documents of Disclosing Party which are furnished to Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of this Agreement between the Disclosing Party and Recipient, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient (with Recipient providing written certification of such destruction).
6. **No License.** The Confidential Information shall remain the sole property of the Disclosing Party. No license or other right is granted to Recipient by the disclosure of any information hereunder, nor is any warranty made as to such information.
7. **Remedies.** Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by Recipient or any of its officers, directors, agents, employees, consultants or affiliates. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Disclosing Party and the Disclosing Party shall be entitled to apply for injunction and specific performance in the event of any breach or threatened breach or intended breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available under the applicable law. If the Disclosing Party believes that Recipient has used or is using any Confidential Information other than as authorized by the terms of this Agreement, the Disclosing Party shall immediately notify the Recipient of such unauthorized use, describe the unauthorized use, and take all protective measures to reduce any potential injury.
8. **Arbitration; Attorneys' Fees; Governing Law.** Any claim arising out of or relating to this Agreement shall be settled by three arbitrators in accordance with the Rules of Arbitration of the Chamber of Commerce of Zurich. The language of Arbitration shall be English and the place of arbitration shall be Zurich. The arbitration award shall be final and binding on the parties hereto. The validity, interpretation and performance of this Agreement shall be governed by the laws of Switzerland, excluding the conflict of laws rules thereof. Either Party may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction any interim or provisional relief that such Party deems necessary to protect its Confidential Information and proprietary rights, and the rights under Section 12 below, pending the establishment of the arbitral panel and the arbitral panel’s determination of the merits of the claim. The parties shall keep all arbitration proceedings and related documents, including the award, confidential.

11) **Termination; Survival.** This Agreement shall govern all transfers of Confidential Information between the Parties that are made during the period from the date hereof to either the date on which: (i) either Party receives from the other written notice that subsequent transfers shall not be so governed; or (ii) an agreement for the provision of services is entered into between the Parties, whichever occurs first. Recipient’s obligations under this Agreement with respect to Confidential Information it has previously received shall continue for a period of two (2) years after termination of this Agreement or until an agreement for the provision of services is entered into between the Parties whichever comes first.

12) **Non-Solicitation Of Employees.** Neither Party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other Party's personnel who have had direct involvement with the Purpose, without such other Party's express written consent.

13) **Personal Data.** “Personal Data” means all information, recorded in any form, about or relating to any natural person individual, by which the person is identified or can reasonably be identified, including, without limitation, the name, identification number, address, phone number of that individual or one or more factors specific to his physical, physiological, mental, economic, cultural, racial or social identity or other personal characteristics or attributes. “Process” and “Processing” means any operation or set of operations involving the Personal Data, including, without limitation, the collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, transfer (including across border), use, disclosure by any means and in any forms, and destruction of the Personal Data. The Parties agree to retain any Personal Data received from each other under this Agreement in confidence. Recipient shall not use or disclose such Personal Data to any person, firm or entity, which does not have a need for such Personal Data under this Agreement. The Disclosing Party warrants that it has obtained consent of the individual whose Personal Data is disclosed to the Recipient under this Agreement and/or that the Disclosing Party’s Processing of such Personal Data is in accordance with any applicable law on protection of privacy and Personal Data. BearingPoint may Process the other party's Personal Data for the Purpose of this Agreement and any communications with the other party including invitations to events and distribution of BearingPoint materials.

14) **General.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed on behalf of Recipient and an authorized representative of the Disclosing Party. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties. This Agreement shall not be construed as a teaming agreement, joint venture, partnership, fiduciary or other business relationship. Neither Party will assign or transfer any rights or obligations under this Agreement (by operation of law, sale of assets, merger, reorganization or otherwise) without the prior written consent of the other Party, except that either Party shall have the right to assign this Agreement, without prior consent or approval of other Party, to the successor to substantially all of the assets and business of such Party. In addition, BearingPoint shall have the right to assign this Agreement to BearingPoint’s parent company or its affiliate without the prior consent or approval of the other Party. This Agreement shall be binding upon the permitted successors and assigns of both parties.

15) **Notices.** All notices, requests, demands or other communications permitted or required hereunder shall be in writing and shall be by personal delivery, a nationally recognized overnight courier service or facsimile or electronic transmission, return receipt requested. Notices shall be deemed given upon the earlier of actual receipt, two (2) days after deposit with the courier service or receipt by sender of confirmation of facsimile or electronic transmission. Notices shall be sent to the addresses listed below, or to such other address as either Party may specify in writing.

**16) Governing Language.** The governing language for this Agreement shall be English, regardless of whether there is any current or future translation of this Agreement and regardless of whether multiple language versions of this Agreement have been executed.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by a duly authorized representative of such Party as of the date first above written in three counterparts, each of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each party. Two counterparts will be delivered to BearingPoint and one counterpart will be delivered to the other party.

**BearingPoint Switzerland AG** **XXX .**

Pfingstweidstrasse 60, 8005 Zurich Adresse

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

By: By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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