**MUTUAL NON-DISCLOSURE AGREEMENT**

**ALLCOT AG**, a Swiss company with registration number CHE-102.824.857 and [ ], a [ ] company with registration number [ ], agreed to enter into this Mutual Non-Disclosure Agreement (‘**Agreement**’) on [ ] (‘**Effective Date**’) to establish the terms of use, protection and disclosure of information exchanged between and disclosed by them, related to the Relationship between the Parties, as follows:

1. Each Party (the ‘**Receiving Party**’) understands that the other Party (the ‘**Disclosing Party**’) has disclosed or may disclose information relating to the Disclosing Party’s business plans and prospects (including without limitation, computer programs, technical drawings, calculations, algorithms, know-how, formulas, prices, portfolios, ideas, inventions – whether patentable or not -, schematics and other technical, business, financial, legal, customer and product development plans, forecast, strategies and any information, whether written, oral or audiovisual, documents, notes, emails, proposals, analyses, compilations, studies, summaries, memoranda and other writings prepared by the Disclosing Party or any of its directors, managers, officers, employees, contractors, agents, brokers and/or advisors or such of its holding, subsidiary or affiliated companies – ‘**Representatives**’), which to the extent previously, presently or subsequently disclosed to the Receiving Party is hereinafter referred to as ‘**Proprietary and Confidential Information**’.
2. Receiving Party Agrees:
3. To hold the Disclosing Party’s Proprietary and Confidential Information in confidence and to use the highest degree and take all reasonable precautions to protect such Proprietary and Confidential Information;
4. Not to divulge or publicly display any such Proprietary and Confidential Information or any information derived therefrom to any third party other than the Receiving Party’s Representatives in accordance with the terms hereof;
5. To use the Proprietary and Confidential Information solely for the development of the relationship between the Parties;
6. Not to make any use whatsoever at any time of such Proprietary and Confidential Information that is not related to the relationship between the Parties;
7. Not to copy or reverse engineer the Proprietary and Confidential Information;
8. Not to export or reexport such Proprietary and Confidential Information within the meaning of all applicable export control laws and economic sanctions programs;
9. To be responsible for any breach of this Agreement attributable to itself or any of its Representatives, except for the foregoing in the clause below.
10. The Receiving Party shall not be liable if the Proprietary and Confidential Information:
	1. Was in the public domain at the time it was disclosed to it or has entered the public domain through no improper action or inaction by the Receiving Party or any of its Representatives;
	2. Was in the Receiving Party’s possession or known by it without restriction prior to the time of disclosure by the Disclosing Party;
	3. Was rightfully disclosed to it by a third party without restrictions or obligations, at the best of the Receiving Party´s knowledge;
	4. Was independently developed without the use of any Proprietary and Confidential Information of the Disclosing Party;
	5. Is disclosed with the prior written approval of the Disclosing Party;
	6. Is disclosed pursuant to the order or requirement of a court, administrative agency or any other government authority, in which case the Receiving Party shall (i) give the Disclosing Party prompt written notice of the Proprietary and Confidential Information to be disclosed as far in advance of its disclosure as practicable and (ii) use legal and reasonable best efforts to limit any such disclosure to the precise terms of such requirement.
11. Immediately upon a request by the Disclosing Party at any time, the Receiving Party will:
	1. Return to the Disclosing Party all Proprietary and Confidential Information, including all documents or media containing any such Proprietary and Confidential Information, and any and all copies or extracts thereof.
	2. Destroy (and certify that destruction in writing by a certified Officer if requested by the Disclosing Party) all documents, notes, summaries, analyses, compilations, calculations, studies, memoranda, records, archives, other writings, and any electronic, audiovisual material whatsoever (including copies, extracts or other reproductions) prepared by the Receiving Party or its Representatives based, in whole or in part on the information, knowledge or data contained in the Proprietary and Confidential Information;
	3. Notwithstanding the foregoing, the Receiving Party may retain such copies of Proprietary and Confidential Information as required by law, regulations, or professional standards.
12. The disclosure of Proprietary and Confidential Information by the Disclosing Party under this Agreement shall not be construed as granting or conferring any rights or license nor any proprietary rights to the Receiving Party.
13. The Parties hereto acknowledge and agree that nothing herein:
	1. Requires the disclosure of any Proprietary and Confidential Information or;
	2. Requires either Party to proceed or move forward with the relationship between the Parties.
14. The Disclosing Party is not making any representation or warranty, express or implied, as to the accuracy, sufficiency, validity, correctness, reliability or completeness of the Proprietary and Confidential Information, except for the Know Your Costumer (‘KYC’) process, and the Disclosing Party will not have any liability to the Receiving Party, its Representatives or any other person resulting from use of the Proprietary and Confidential Information by the Receiving Party or any of its Representatives.
15. This Agreement applies only to disclosures made before the third (3rd) anniversary of this Agreement´s Effective Date.
16. The Receiving Party acknowledges and agrees that due to the unique nature of the Disclosing Party’s Proprietary and Confidential Information, there can be no adequate remedy at law of any breach and therefore, that upon any such breach or any threat thereof, the Disclosing Party is entitled to appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.
17. The losing Party in any action to enforce this Agreement shall be responsible for all the costs and reasonable attorney´s fees.
18. If the processing of personal data is required, the Parties agree to comply with the applicable laws and regulations of data treatment and protection, including the EU General Data Protection Regulation - GDPR (EU 2016/679). The personal data of a Party may under no circumstances be sold, transferred, facilitated or in any way delivered to third parties by the other Party. The Parties also undertake to comply with all data treatment and protection laws and regulations applicable to their activities.
19. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.
20. This Agreement shall be governed by the laws of:

[ ] England and Wales / London Court of International Arbitration (LCIA)

[ ] Switzerland / International Chamber of Commerce (ICC) – Geneva office

[ ] New York / International Chamber of Commerce (ICC) – New York office

[ ] Colombia / Chamber of Commerce of Bogotá (Cámara de Comercio de Bogotá – CCB)

[ ] Singapore / Singapore International Arbitration Center (SIAC)

The Parties agree to attempt in good faith to resolve any dispute promptly by friendly and direct ways through the following mechanisms in the established order: (i) Direct Settlement between the Parties; (ii) Conciliation before a competent authority, where the disputes were not resolved through Direct Settlement between the Parties; and (iii) Arbitration in English by one (1) arbitrator before the authority related to the corresponding governing law above, according to its own rules of arbitration, where the disputes were not resolved through Conciliation.

1. No waiver or modification of this Agreement will be binding upon a Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right will be deemed a waiver.
2. This Agreement may be executed in one or more counterparts (including by .pdf or other electronic transmission), each of which shall be an original, with the same effect as if the signatures thereto were upon one instrument.

IN WITNESS WHEREOF**,** the Parties have caused this Agreement to be executed by their duly authorized representatives:

|  |  |
| --- | --- |
| **ALLCOT AG**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SignatureMonica de OliveiraNameTrading Senior ManagerTitlemdo@allcot.comEmailDate | [ ]SignatureNameTitleEmailDate |