Mutual Non-Disclosure Agreement

Draft of Nov 14, 2026 · for review by a lawyer before first use · text in [square brackets] is to be completed or confirmed

Between

Aljoša Kous s.p., AK Market Research, [address], [postcode] Ljubljana, Slovenia, registration number [ ], tax number [ ] ("**AK Market Research**"),

and

[Company name], [address], [country], registration number [ ], tax number [ ], represented by [name, position] ("**the Company**"),

each a "**Party**" and together the "**Parties**".

1. Purpose

1.1 The Parties wish to discuss whether AK Market Research will prepare a decision report for the Company and, if they sign a contract, to carry out that work (the "**Purpose**").

1.2 Signing this Agreement does not oblige either Party to sign any further contract.

1.3 To calculate the margin per product and judge how competitive the products can be, AK Market Research needs the Company's real figures, in particular: production cost per unit, packaging costs, total labour costs (not individual salaries), marketing budget, logistics costs and current prices. The Company provides them only after this Agreement is signed, through the secure price form and encrypted channel set up by AK Market Research. If figures are missing, the Report relies on estimates and states this clearly.

2. Confidential Information

2.1 "**Confidential Information**" means all information that one Party (the "**Discloser**") makes available to the other (the "**Recipient**") in connection with the Purpose, in any form, before or after the date of this Agreement, including:

(a) financial information, costs, margins, prices, volumes, sales and forecasts;

(b) information on products, recipes or formulations, packaging, suppliers, logistics, customers and distributors;

(c) plans to launch, reprice or withdraw products, or to enter or leave markets, and their timing;

(d) the methods, templates, tools and working files of AK Market Research;

(e) the fact that the Parties are in talks, and the products, categories and markets under consideration.

2.2 Information is Confidential Information whether or not it is marked as confidential, if a reasonable person would understand it to be confidential. Information that is a trade secret under the Slovenian Trade Secrets Act (ZPosS) or other applicable law is also protected as such.

3. What is not Confidential Information

3.1 Information is not Confidential Information if the Recipient can show that it:

(a) is or becomes public other than through a breach of this Agreement;

(b) was lawfully known to the Recipient before it was disclosed, without a duty of confidentiality;

(c) was lawfully received from a third party who was free to disclose it;

(d) was developed independently by the Recipient without using Confidential Information.

3.2 Market research that AK Market Research carries out on its own account, such as prices observed in public shops, is covered by point 3.1(d), provided it does not identify the Company, does not use the Company's information, and does not concern a product category and market that AK Market Research is working on for the Company.

3.3 A Recipient that is required by law, a court or a public authority to disclose Confidential Information may do so to the extent required, after informing the Discloser in advance where the law allows.

4. Obligations of the Recipient

4.1 The Recipient shall:

(a) use Confidential Information only for the Purpose;

(b) disclose it only to its employees, contractors and professional advisers (such as lawyers and accountants) who need it for the Purpose and are bound by a duty of confidentiality at least as strict as this Agreement;

(c) protect it with at least the care it uses for its own confidential information, and never with less than reasonable care;

(d) inform the Discloser without delay if it learns of any unauthorised use or disclosure.

4.2 Each Party is responsible for any breach by the persons to whom it discloses Confidential Information.

5. Service providers and AI tools

5.1 AK Market Research stores Confidential Information encrypted, on its own computer with full-disk encryption and in encrypted backups, accessible only to persons named by the Parties. Website forms encrypt information before it leaves the Company's device.

5.2 AK Market Research may use service providers for storage, email, electronic signature and AI tools, only under business terms that oblige them to keep the information confidential and do not allow them to use it to train their AI models. AK Market Research remains responsible for these providers.

5.3 AI tools are used only to collect, sort and draft. A person checks every figure, and AI never decides a verdict. The Company may object in writing to the use of AI tools for its information, in which case they are not used.

6. Competing brands

6.1 Until a contract is signed, AK Market Research is free to work with other companies, including the Company's competitors. It never uses the Company's Confidential Information for them and never tells them that it is in talks with the Company.

6.2 The Company may reserve the category and country of its request ([category] in [country or countries]) for 60 days by paying a reservation fee of EUR 250. During the reservation, AK Market Research takes on no work for a competing brand in that category and country. If the Company signs a contract during the reservation, the fee is credited in full against the Entry Fee; otherwise it is not refunded.

6.3 Once the Parties sign a contract, the competing-brands clause of that contract applies.

6.4 AK Market Research shall never use the Company's Confidential Information for any other client.

7. Personal data

7.1 Each Party processes the personal data of the other Party's contact persons as an independent controller, only for the Purpose and in line with the General Data Protection Regulation (EU) 2016/679 and other applicable law. The Parties exchange personal data only where needed.

8. Return and deletion

8.1 On written request, or if the talks end without a contract, the Recipient shall within 30 days return or delete the Discloser's Confidential Information, and confirm this in writing.

8.2 The Recipient may keep copies that the law requires it to keep, and copies in automatic backups until they are overwritten in the normal cycle. These copies remain subject to this Agreement.

8.3 If the Parties sign a contract, its provisions on return and deletion apply instead.

9. No licence and no warranty

9.1 All Confidential Information remains the property of the Discloser. This Agreement grants no licence or other right to it, except to use it for the Purpose.

9.2 Confidential Information is provided as it is. The Discloser gives no warranty of its accuracy or completeness, except where it knowingly provides false information.

10. Duration

10.1 This Agreement takes effect on the date of the last signature.

10.2 The duty of confidentiality lasts for [5] years after the talks end or, if a contract is signed, after that contract ends. Trade secrets remain protected for as long as they remain trade secrets.

11. Breach

11.1 A Party in breach of this Agreement is liable for the damage it causes, in accordance with the law. The injured Party may also seek an injunction or other interim measure to stop or prevent a breach.

11.2 [Optional, to be decided with the lawyer: for each culpable breach of clause 4 or 6, the Party in breach pays a contractual penalty of EUR [ ]; the injured Party may claim damages above that amount.]

12. Governing law and disputes

12.1 This Agreement is governed by the law of the Republic of Slovenia.

12.2 **Option A, for companies in the EU:** disputes are decided by the competent court in Ljubljana.

12.3 **Option B, for companies outside the EU:** disputes are finally resolved under the Rules of the Ljubljana Arbitration Centre at the Chamber of Commerce and Industry of Slovenia, by one arbitrator, with the seat in Ljubljana and English as the language of the arbitration.

12.4 Before starting proceedings, the Parties shall try in good faith for 30 days to resolve the dispute by negotiation. This does not prevent either Party from seeking an urgent interim measure.

13. Final provisions

13.1 This Agreement is the whole agreement between the Parties on its subject and replaces earlier understandings on it.

13.2 Amendments are valid only in writing and signed by both Parties.

13.3 The Parties may sign this Agreement electronically. A qualified electronic signature has the same effect as a handwritten one, and the Parties agree that an advanced electronic signature is also binding between them.

13.4 If any provision is invalid, the rest of the Agreement remains in force, and the Parties shall replace the invalid provision with a valid one closest to its purpose.

13.5 This Agreement is made in Slovenian and English. Both versions are binding; if they differ, the [Slovenian] version prevails.

Signatures

AK Market Research	The Company
Aljoša Kous, owner	[Name, position]
Place and date:	Place and date:
Signature:	Signature: