

Mutual Non-Disclosure Agreement (Template)

Tailored for financial-portfolio privacy

Reflects Global Barry's current security posture as of **October 2, 2026**. Items not yet in place are marked **In progress**; nothing in this document asserts a certification Global Barry does not hold.

Template for evaluation — not legal advice. This document is a starting template. It does not create a lawyer-client relationship. Each party should have it reviewed by its own counsel and adapted to the governing jurisdiction before signing.

This Mutual Non-Disclosure Agreement (the "**Agreement**") is entered into as of **[EFFECTIVE DATE]** (the "Effective Date") by and between **[GLOBAL BARRY LEGAL ENTITY NAME]**, with its principal place of business at **[ADDRESS]** ("Global Barry"), and **[COUNTERPARTY LEGAL NAME]**, with its principal place of business at **[ADDRESS]** ("Counterparty"). Each is a "Party" and together the "Parties".

1. Purpose

The Parties wish to evaluate a potential business relationship concerning Global Barry's financial intelligence platform (the "**Purpose**"). In doing so, each Party may disclose Confidential Information to the other.

2. Confidential Information

"Confidential Information" means non-public information disclosed by a Party ("Discloser") to the other ("Recipient"), in any form, that is marked confidential or would reasonably be understood to be confidential, including: (a) **Portfolio Data** — holdings, positions, watchlists, allocations, investment strategies, trading intentions and any analysis derived from them; (b) **Client Data** — identities and information relating to the Discloser's clients, investors or beneficial owners; (c) security architecture, credentials, questionnaires, audit materials and vulnerability information; and (d) business, product, pricing and technical information.

3. Exclusions

Confidential Information excludes information that the Recipient can show: (a) is or becomes public through no fault of the Recipient; (b) was lawfully known to it before disclosure without restriction; (c) is lawfully received from a third party without a duty of confidentiality; or (d) is independently developed without use of the Discloser's Confidential Information.

4. Obligations

The Recipient shall: (a) use Confidential Information solely for the Purpose; (b) protect it with at least the degree of care it uses for its own similar information, and no less than reasonable care; (c) limit access to its employees, officers, advisers and contractors who need to know for the Purpose and are bound by obligations at least as protective; and (d) promptly notify the Discloser of any unauthorised access or disclosure it becomes aware of.

5. Financial-Portfolio Privacy Provisions

(a) **No trading on information.** The Recipient shall not use the Discloser's Portfolio Data to trade securities, front-run, or inform any investment decision, and acknowledges that securities laws may restrict the use of material non-public information. (b) **No model training.** The Recipient shall not use Portfolio Data or Client Data to train, fine-tune or improve any general-purpose or foundation machine-learning model. (c) **No sale or onward sharing.** The Recipient shall not sell, license or disclose Portfolio Data or Client Data to any third party except subprocessors strictly necessary for the Purpose and bound by written confidentiality obligations. (d) **Minimisation.** Each Party shall disclose only the Portfolio Data reasonably necessary for the Purpose, and may substitute anonymised or sample data. (e) **Credentials.** Neither Party shall request or retain the other's passwords or unrestricted API keys; any credential exchanged shall be scoped, revocable and deleted when no longer required.

6. Compelled Disclosure

If legally compelled to disclose Confidential Information, the Recipient shall (where lawful) give prompt notice, cooperate with efforts to obtain protective treatment, and disclose only what is legally required.

7. Return and Destruction

Upon written request or termination, the Recipient shall promptly return or destroy Confidential Information and certify destruction in writing, except copies retained in routine backups or as required by law, which remain subject to this Agreement.

8. Term

This Agreement remains in effect for **[TERM, e.g. two (2)] years** from the Effective Date. Confidentiality obligations survive for **[SURVIVAL PERIOD, e.g. three (3)] years** after termination, and indefinitely for trade secrets, Portfolio Data and Client Data for so long as they remain confidential.

9. No License; No Warranty; No Obligation

No license or rights are granted except as expressly stated. Confidential Information is provided "as is". Neither Party is obliged to enter into any further agreement.

10. Remedies

Unauthorised use or disclosure may cause irreparable harm; the Discloser may seek injunctive relief in addition to other remedies available at law.

11. General

This Agreement is governed by the laws of **[GOVERNING LAW JURISDICTION]**, and the Parties submit to the courts of **[VENUE]**. It is the entire agreement on its subject matter, may be amended only in writing signed by both Parties, and may be executed in counterparts, including electronically.

Signatures

[GLOBAL BARRY LEGAL ENTITY NAME]	[COUNTERPARTY LEGAL NAME]
Signature: [SIGNATURE]	Signature: [SIGNATURE]
Name: [NAME]	Name: [NAME]
Title: [TITLE]	Title: [TITLE]
Date: [DATE]	Date: [DATE]