The Mandate That Prevents the Reconstruction Mandate

MEMORIA · SWISS-BASED · one page for counsel and Treuhänder

Your client has asked you whether MEMORIA is serious. This page is for that question. We invite scrutiny; the architecture is the answer.

What is built

A private knowledge vault: the client's decisions, precedents, correspondence and papers, mapped in private sittings and built into a curated, queryable archive — on the client's own hardware, under the client's own keys. The files are Markdown and open formats, readable by any model the client chooses, or, in the air-gapped build, by a local model with no network at all. The client's time: about 14 hours across six weeks. Handover includes the owner's manual and a rehearsed restore; from then on the vault needs the practice for nothing.

Why local custody, why now

In 2025 the recorded-life company Limitless (formerly Rewind) was acquired by Meta. Per its own site: new device sales stopped 5 December 2025; subscriptions ended, the service free only through 2026; unavailable in the EU, the UK and other regions; the predecessor desktop apps sunsetting. The users' archives changed hands, and EU users were locked out entirely. Cloud-hosted memory is a counterparty risk: it lasts exactly as long as the vendor's business model. A vault in open formats on the principal's own devices has no counterparty to fail.

What we ask you to scrutinize

- **Custody.** After handover the practice holds no copy, no key, no login. There is no MEMORIA database of client vaults — nothing there to breach, nothing there to seize, nothing there to sell. What does exist on our side is little: the correspondence and the signed engagement; their treatment is governed by the mandate itself (confidentiality, reference renunciation, data protection). What we learn in the sittings is bound by the NDA; what lives in the vault is bound by the client's keys — from handover on we could not read it even if ordered to.
- **Contract.** A plain mandate under Art. 404 OR: terminable at any time. A lock-in or penalty clause would be void; there is none. Compensation for termination at an untimely moment remains as Art. 404 para. 2 OR provides — the contract tracks the statute without going beyond it. Payment 50/40/10 against the milestone schedule (signature / sitting-block complete / handover), Swiss QR-invoice, in CHF.
- **Data law.** The revDSG position, in writing: the NDA and the data-protection clauses in the mandate itself. For the mandate, no processor is engaged besides this practice — verifiable in the mandate itself: sub-processors are excluded (cl. 6.4).
- **References.** You will find no client names in our marketing. That is the entire reference policy.

Succession

The Erbvorbezug transfers the assets early. It does not transfer the reasoning. An undocumented estate is reconstructed post mortem at counsel rates — our working assumption: CHF 300–500 per hour, often 50–150 hours; correct the band from your own fee notes. The dossier is built to survive the principal: access mechanics documented, key escrow and an incapacity protocol part of this practice's continuity duty — and, deliberately, a documented folder of text files that any competent successor practice could maintain.

Terms

Mandates run from CHF 7'500 to CHF 73'000. Four Builds a year, one at a time. Prices in CHF, excl. VAT where applicable. The first conversation carries no fee.

contact@memoriavault.ch · memoriavault.ch

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