

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure Agreement (“Agreement”) is made on this **NUMBER** day of **MONTH**, 2018, between:

- (1) **COMPANY NAME**, a company incorporated under the laws of **COUNTRY**, with registration number **NUMBER**, whose registered address is **ADDRESS** (“Company”); and
- (2) **Northern.tech AS**, a company incorporated under the laws of Norway, with registration number 892 847 282, whose registered address is Gaustadalléen 21, 0349 Oslo, Norway (“Northern.tech”).

The parties may be referred to in the singular as a "party" or in the plural as "the parties" to this Agreement.

The parties wish to [explore a mutual business opportunity involving, without limitation, potential cooperation and/or investment] (the “Purpose”), and in connection with discussions or negotiations related to this Purpose, a party may desire to disclose to the other party certain Confidential Information.

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. CONFIDENTIAL INFORMATION

- 1.1 For purposes of this Agreement, “Disclosing Party” means a party, including its Affiliates, whose employees, agents or consultants have disclosed the Confidential Information, and “Receiving Party” means the party, including its Affiliates, whose employees, agents or consultants have received the Confidential Information. “Affiliates” means any company or legal entity that is directly or indirectly controlling, controlled by, or under common control with, a party (where “control” means the ownership of more than fifty percent (50%) of the stock or other equity interests entitled to vote for the election of directors or an equivalent governing body. All references to a party herein shall be deemed to include its Affiliates.
- 1.2 “Confidential Information” means non-public information that a party designates as being proprietary or confidential or which by its nature or the circumstances surrounding its disclosure reasonably ought to be treated as confidential. Confidential Information includes, without limitation and in whatever format, information relating to the Disclosing Party’s software products, source code, API data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations, development methods, consulting methodologies, user manuals and documentation, training materials (computer-based or otherwise), schema, flow charts, prototypes and evaluation copies of any of the foregoing, as well as information relating to the Disclosing Party’s business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and customer information and financial results.
- 1.3 Confidential Information shall not include any information that:
 - (a) is known by the Receiving Party free of any obligation to keep it confidential;
 - (b) is at the time of disclosure, or thereafter becomes, publicly available through no wrongful act of the Receiving Party;
 - (c) is independently developed by the Receiving Party without relying on or referring to the Confidential Information of the Disclosing Party; or
 - (d) is approved for release by prior written authorization of the Disclosing Party.

2. DISCLOSURE AND USE

- 2.1 The Receiving Party and its Affiliates may disclose the Confidential Information only to those of their employees, agents or consultants with a need-to-know to accomplish the Purpose. The Receiving Party shall advise such persons of their obligations under this Agreement with respect to Confidential

Information, and ensure that they are bound by non-disclosure obligations no less stringent than those imposed in this Agreement. The Receiving Party shall be liable to the Disclosing Party for any improper disclosure or use of Confidential Information made by such persons and its Affiliates to the same extent as if the Receiving Party itself had made such improper disclosure or use.

2.2 The Receiving Party shall:

- (a) use all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own Confidential Information;
- (b) at all times, including after termination of this Agreement, not disclose any Confidential Information of the Disclosing Party to any third party unless: (i) the Receiving Party has obtained written permission from the Disclosing Party; and (ii) the third party has signed a non-disclosure agreement containing terms that are no less stringent than those imposed in this Agreement;
- (c) use the Confidential Information only as needed for the Purpose;
- (d) not disclose, reproduce or use Confidential Information except as expressly permitted by this Agreement; and
- (e) not disassemble, de-compile, reverse engineer or otherwise attempt to recreate the Confidential Information without the Disclosing Party's consent in writing, nor assist or allow a third party to do any of the foregoing.

2.3 The parties shall not directly or indirectly export or transmit any Confidential Information in violation of restrictions or rules imposed by any country.

3. PROPRIETARY RIGHTS & DISCLAIMER

3.1 Nothing contained in this Agreement shall be construed as granting or conferring rights by license or otherwise in any Confidential Information. The Disclosing Party owns and retains sole and exclusive right, title and interest to the Confidential Information it discloses, and any product developed thereof. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of this Agreement by it, its Affiliates, or their employees, agents or consultants, and shall cooperate in every reasonable way to help the Disclosing Party re-gain possession of its Confidential Information and prevent further unauthorized disclosure or use thereof.

3.2 All Confidential Information is provided "AS IS" and without warranty, whether expressed or implied, as to its accuracy or completeness.

4. REMEDIES

The parties agree that the breach of any term, covenant or provision of this Agreement may cause irreparable harm to the other party and, accordingly, upon the breach by a party of any term or provision of this Agreement, the other party shall be entitled to seek injunctive relief in addition to any other remedy available.

5. TERM

5.1 This Agreement shall be effective when signed by both parties and continue for a period of five (5) years unless terminated earlier in writing by either party. The parties agree that all obligations herein with respect to Confidential Information of the other party received pursuant to this Agreement shall survive and continue, indefinitely, after any expiration or termination of this Agreement.

5.2 Upon the Disclosing Party's request, or upon expiration or termination of this Agreement, the Receiving Party will promptly return or destroy all originals, copies and summaries of the Confidential Information. If requested by the Disclosing Party, the Receiving Party shall certify in writing that all such Confidential Information has been returned or destroyed.

6. MISCELLANEOUS

- 6.1 No obligation to proceed: Nothing herein shall obligate any party to proceed with any transaction or disclose any Confidential Information, and each party reserves the right to terminate the discussions contemplated by this Agreement at any time.
- 6.2 No assignment: The Agreement may not be assigned by a party to any third party unless the other party agrees to such assignment in writing. The Agreement shall benefit and be binding upon the parties hereto and their successors.
- 6.3 Entire agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and shall not be altered, modified or amended except in writing executed by both parties. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- 7.4 Severability: If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 7.5 Governing law and jurisdiction. This Agreement shall be governed by Norwegian law and any dispute arising out of or in relation to this Agreement shall be fully and finally settled before the Norwegian courts with legal venue in Oslo.

Norhern.tech AS

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Name: _____

Name: _____

Sign: _____

Sign: _____

Title: _____

Title: _____

Date: _____

Date: _____