

ENTREPEDIA

NON-DISCLOSURE AGREEMENT - MUTUAL

This mutual non-disclosure agreement (the "**Agreement**") has been made on this {{date}} between:

1. {{organization.name}}, a [=limited liability company] duly registered and validly existing under the laws of Norway, with company registration number {{organization.number}}, and
2. [=name], a [=limited liability company], duly registered and validly existing under the laws of [=country], with company registration number [=number]

(hereinafter jointly referred to as the "**Parties**" or individually as a "**Party**").

WHEREAS

- A. [=description].
- B. The Parties have agreed to provide each other with certain information regarding the Parties and their business for purposes of enabling the other Party to evaluate the [co-operation with the] other Party (the "**Permitted Purpose**").
- C. The Parties agree that information presented to each other shall be subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, the Parties have agreed as follows:

1. CONFIDENTIAL INFORMATION

For the purpose of this Agreement, the term "**Confidential Information**" shall include all information disclosed by one Party (the "**Disclosing Party**") or its representatives, to the other Party (the "**Recipient**") in connection with the Permitted Purpose, including, without limitation, information memorandum, company presentations, business plans, financial information, procedures, documentation, marketing data, business names, trade secrets, technical data, valuations, costs, rates and prices and any other information of a proprietary or confidential nature relating to the Disclosing Party or any of its subsidiaries, as well as any information created or derived from any such information, irrespective of disclosing medium and storage. For the avoidance of doubt, this Agreement and any information relating to the Permitted Purpose, and the terms of or other facts relating to the Permitted Purpose shall also be regarded as Confidential Information. The Confidential Information may be labelled as "confidential", "proprietary" or similar without this being an explicit requirement for benefiting from the protection given herein.

2. RESTRICTIONS OF USE AND NON-DISCLOSURE

The Recipient shall use the Confidential Information solely for the Permitted Purpose, and shall not disclose any Confidential Information to third parties without the prior written consent of the

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Disclosing Party. The Recipient shall (i) duly handle and protect from disclosure the Confidential Information, (ii) only use the Confidential Information as is strictly necessary for the Permitted Purpose, (iii) limit the internal circulation of the Confidential Information to such employees of the Recipient as have a strict "need to know" in connection with the Permitted Purpose and (iv) implement measures such as redaction and encryption to limit exposure of any personal data contained in the Confidential Information. The Recipient shall make reasonable efforts to procure that all of its representatives and personnel are subject to corresponding obligations of confidentiality similar to this Agreement prior to receiving any Confidential Information.

The Recipient shall be entitled to directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any adviser (including but not limited to solicitors, financial advisers and accountants) who strictly need to receive and consider Confidential Information for the purposes of evaluating advising or otherwise assisting the Recipient with the Permitted Purpose.

[The Recipient undertakes to promptly terminate the use of and to destroy (or permanently erase in relation to any Confidential Information held electronically) or return any and all Confidential Information, including copies and reproductions made thereof, to the Disclosing Party upon the request of the Disclosing Party or when the use of the Confidential Information is no longer needed for the Permitted Purpose. Notwithstanding the obligations in this paragraph, the Recipient and its advisers will be entitled to retain such copies of such Confidential Information as is required by law, bona fide internal compliance policies existing at the date of this Agreement or the rules of any applicable regulatory authority to which the Recipient or their advisers are subject but no further copies and such information will continue to be held subject to the terms of this Agreement.]

3. EXCEPTIONS

The restrictions regarding Confidential Information as stated in Clause 2 shall not apply to the extent the Recipient may substantiate that the relevant parts of the Confidential Information: (i) is or becomes part of the public domain without breach of this Agreement; (ii) is known and proved to be on record by the Recipient prior to disclosure in connection with the Permitted Purpose; (iii) is subsequently lawfully obtained by the Recipient from a third party without breaching any other contractual obligations; or (iv) is disclosed pursuant to the lawful order or requirement of a government body, commonly recognized stock exchange, court or administration agency, subject to the prior written notice to the Disclosing Party. Where the Recipient is unable to give notices to or consult with the Disclosing Party unless such notice or consultation is prohibited by law the Recipient will, to the extent permitted by law, inform the Disclosing Party of the circumstances, timing and content of and manner of making the disclosure promptly after such disclosure has been made. Upon any unauthorized disclosure of Confidential Information by the Recipient, it shall immediately take all actions reasonably available thereto to recover such Confidential Information and to prevent any further publication or dissemination.

4. OWNERSHIP AND RIGHTS

All Confidential Information disclosed or transferred by the Disclosing Party to the Recipient shall remain the property of the Disclosing Party. Nothing in this Agreement shall be construed, by implication or otherwise, as a grant by the Disclosing Party to the Recipient of (i) a license or any other right to make, use or sell any product using the Confidential Information; (ii) any patent,

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patent application, utility model, copyright, mask work right, or any other industrial or intellectual property right covering same; (iii) a right to use in advertising, publicity or otherwise, any trademark or trade name of the Disclosing Party; or (iv) an authorization to act as an agent on behalf of the Disclosing Party for any purpose.

5. LIABILITY AND BREACH OF AGREEMENT

The Disclosing Party makes no representations or warranties hereunder, whether express or implied as (i) to the accuracy, completeness, quality or fitness for any particular purpose of the Confidential Information, or (ii) that any such Confidential Information involves concepts or embodiments that are free of infringement of other rights.

The Recipient shall indemnify the Disclosing Party from all costs and damages incurred by the Disclosing Party due to the Recipient's breach of this Agreement. The Parties acknowledge that a remedy of damages for breach of the terms contained herein is inadequate and that an injunction restraining the Recipient from continuing any breach of this Agreement, in whole or in part, shall be available through a competent court of jurisdiction.

No failure or delay by the Disclosing Party in exercising any right, power or privilege under this Agreement shall be construed as a waiver thereof.

6. TERM AND DURATION

The obligations of confidentiality and non-disclosure contemplated herein shall subsist for a period of 3 years after disclosure, however so that obligations of confidentiality and non-disclosure contemplated herein related to design, technical solutions and know-how shall remain in effect indefinitely.

7. MISCELLANEOUS

This Agreement constitutes the entire Agreement between the Parties relating to the subject hereof and supersedes any other agreements, written or oral, among the Parties concerning such subject matter.

The Parties may not at any time assign or transfer any of its legal, beneficial or other rights, benefits and/or obligations under this Agreement without the prior written consent of the other Party hereto.

If any of the provisions of this Agreement is found by any competent authority to be void or unenforceable, it shall be deemed to be deleted from this Agreement, and the remaining provisions of this Agreement shall remain in force and effect. Notwithstanding the foregoing, the Parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the provision so found to be void or unenforceable.

Amendments or modifications of, or addition to, or waiver under this Agreement shall not be effective or binding on either of the Parties hereto unless set forth in writing and executed, in the case of a waiver by the Party effectuating same, and in all other cases by each of the Parties hereto.

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8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be exclusively governed by and construed in accordance with Norwegian law, without giving effect to any choice or conflict of law provisions (whether of Norway or any other jurisdiction).

[Any disputes that may arise from this Agreement shall be referred to the ordinary courts of Norway, with the district court of [=place] as the agreed venue in the first instance.] OR [Any dispute that may arise from or is related to this Agreement shall be finally settled by arbitration in Oslo in accordance with the Norwegian Arbitration Act of 14 May 2004 no. 25. NOMAS's Best Practice Guidelines shall be taken into account. The arbitral proceedings shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings. The Parties agree that the arbitration language shall be English or Norwegian.]

9. SIGNATURE

This Agreement is signed in duplicate, with one for each Party.

{{organization.name}}

Name: [=Name]
Title: [=Title]
Place, date: [=Place], {{date}}

[=Party 2]

Name: [=Name]
Title: [=Title]
Place, date: [=Place], {{date}}