

NON DISCLOSURE AGREEMENT AV-YYxxxx

This AGREEMENT is made between:

Company: NORBIT ITS AS
Address: Stiklestad. 1
7041 Trondheim
Norway

and subsidiaries, which is/are herein after referred to as "Norbit" and

Company: <<Customer Name>>
Address:

and subsidiaries, which is/are herein after referred to as "<<Customer>>" and

Whereas Norbit and <<Customer>> subsequent to their cooperation is expected to exchange, and thereby disclose to each other, information that shall be regarded confidential, the parties mutually agree to secure the confidentiality of any such information in accordance with the terms set forth in this Agreement.

Confidential Information includes, but is not limited to, information

- a) that is or can be protected by copyright-, patent-, design-, or trademark law, regardless whether measures have been taken to secure or register right under such law or not.
- b) which is marked by the disclosing party as being confidential expressly in writing upon delivery of such information
- c) Internal photos of products.
- d) of which within 20 days of its disclosure, written notice is given by the disclosing party that it shall be treated as confidential.

The term Confidential Information shall include all information and data, whether in oral, written, graphic or machine-readable form, including but not limited to, designs, formulas, procedures, discoveries, inventions, improvements, concepts, and ideas.

Norbit and <<Customer>> will on request confirm the reception of such confidential information.

Exclusions: The obligation to maintain confidentiality does not apply to any information as follows:

- a) the disclosing party has disclaimed in writing any rights to confidentiality
- b) which are well known or published or are elsewhere available, without having violated any confidentiality obligations of this agreement by the receiving party
- c) was known to the receiving party before the time of disclosure

The disclosure by the receiving party according to applicable laws and regulations shall not be deemed as violation of this Agreement.

Safeguarding Confidential Information. The parties shall use all reasonable endeavours to maintain confidentiality, and in particular shall Confidential Information only be given or communicated to such employees who necessarily require such information to perform their duties under their employment. The parties shall keep all documentation and records which contain Confidential Information in a secure (locked) and safe place, and copies shall only be made to the extent necessary to fulfil the purpose of the disclosure.

Information regarding the business operations of the parties. The parties undertake to keep all information regarding the other party's business, production, marketing, technical, financial or organisational matters of which they, their employees or their representatives become aware, during the performance of their obligations under the Agreement, strictly confidential and not to reveal the same to any third parties. This applies in particular, but not limited to, when performing such obligations at the other party's place of business,

Extension of the obligation of confidentiality to third parties. If a party intends to sub-contract a third party, and disclosure of any confidential information to such third party is necessitated thereby, the party shall obtain the written consent of the other party thereto for the disclosure of such confidential information, and furthermore, said party shall be fully responsible for the sub-contractor's use of the confidential information.

Return of Confidential Information. Upon termination of each contractually separate project, the

parties shall upon request return, destroy or put in safe-keeping specified documents, at the option of the disclosing party.

Patentable/Registrable Inventions. The duty to maintain confidentiality also applies to information and documentation relating to an as yet unregistered or unpatented invention. Any such documentation constitutes Confidential Information, and the party disclosing the same reserves all rights therein. In particular it is confirmed that no rights whatsoever are transferred or relinquished to the other party by the disclosure of such information.

Use of confidential information. Each party undertakes not to use or utilize any confidential information in any way or manner that may be in violation of or in competition with any legitimate business activity or interest on behalf of the disclosing party.

General. In the event of any conflict between this Agreement and any other contractual terms prior to the execution of this Agreement between the parties, the terms of this Agreement shall prevail. No addition or amendment to the terms hereof shall be valid unless such addition or amendment is made out in writing and signed by a duly authorised representative of each party. Should any part of this Agreement be regarded invalid or unenforceable by a competent Court of Law, this shall not affect the validity or enforceability of the rest of this Agreement. In the event of any part of this Agreement being declared invalid or void, the parties shall in good faith negotiate substitute wording which reflects as far and as near as possible the parties' initial intention.

Law and Jurisdiction. This agreement shall be governed by and construed in accordance with the law of the Kingdom of Norway. Both parties undertake to try to resolve any dispute arising from or in connection with this Agreement by entering into negotiations between the parties in order to find an amicable solution. Should the negotiations fail to succeed, each party is entitled to bring the matter to court, with the Trondheim district court as Legal Venue.

Commencement and Duration of this Agreement. This Agreement shall commence on the later of the two dates of signature of the parties by at least an authorized to sign of the parties and is ending after 2 years of the signing of the agreement. This term does not apply for the obligation to maintain confidentiality with regards to confidential information, disclosed in accordance with this agreement. Such obligations shall survive the termination of this Agreement, and remain in force for as long as needed to secure the purpose of the confidentiality, and under no circumstances for less than 5 years after the termination of the Agreement.

Company: NORBIT ITS AS
Name:
Position:
Date:

Company: <<Customer Name>>
Name:
Position:
Date:

Signature

Signature