

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This non-disclosure and confidentiality agreement is entered into by:

- (i) Appsens AS, reg. no. 918 707 719, (the **Disclosing Party/the Company**) and
- (ii) Purchaser, reg.no. (the **Receiving Party**)

Each party is hereinafter also referred to as a **Party** and together the **Parties**.

1. Background

In connection with [DESCRIPTOR], the Disclosing Party has made and will make information regarding, inter alia, the Company, its shareholders and affiliated companies to assist the Receiving Party to assess [PURPOSE] (the **Permitted Purpose**). As a condition to such information being made available, the Receiving Party agrees to comply with the terms and conditions of this Non-Disclosure and Confidentiality Agreement (the **Agreement**).

2. Confidentiality Clause

The Receiving Party is obligated to treat (i) the information about the Company and its past, existing or future business, affairs, the product(s) the Company aims to develop, all its intellectual property and intellectual property rights -including, but not limited to inventions, trade marks, patents, designs, copyrights, protected designs, software, source codes, algorithms, know how, technical activities and trade secrets - (all such and other intellectual property rights jointly referred to as the **IPR**), prospects, financial position, other assets, liabilities, operations and activities, the Company's past, existing and potential partners, customers and other business connections and the Company's past, existing and potential relations with these, and the Company's financial information, budgets, forecasts, evaluations, legal opinions, staff and management which it receives in connection with meetings, correspondence, emails and phone calls, in physical and/or virtual data rooms, and in any other way, whether orally or written, in connection with the current contact between the Parties, and (ii) the fact that the Parties [COOPERATE/CARRY OUT NEGOTIATIONS/ETC.] and that discussions and meetings between them have been held (the **Confidential Information**), with the outmost confidentiality and to use it only for the Permitted Purpose.

Information that is publicly available, or enters the public domain on or before the date of this Agreement or comes into the public domain subsequently other than by a breach of this Agreement, and information that has to be given to the Courts or Public Authorities or others pursuant to mandatory law, regulations or decisions made pursuant to law, shall not constitute Confidential Information.

The confidentiality obligations applies to all Confidential Information received by the Receiving Party's representatives, employees, advisors, board members, and other persons that on behalf of the Receiving Party receive information (the **Representatives**).

The Receiving Party shall only disclose Confidential Information to the Representatives on a strictly need to know basis and only for the Permitted Purpose. Further, the Receiving Party undertakes that all its Representatives who are granted access to Confidential Information or receive Confidential Information, will be made aware of the obligations stated in this Agreement and will sign a written declaration of adherence to the obligations herein prior to being granted access to any Confidential Information. The Disclosing Party may at any time request disclosure of such written declarations of adherence.

The Receiving Party will be liable to, and compensate, the Disclosing Party and its shareholders, for its Representatives' violations of this Agreement as if they were a party to this Agreement.

For the avoidance of doubt, This Agreement shall also apply to any and all information provided by the Disclosing Party to the Receiving Party or any of its Representatives prior to the signing of this Agreement.

3. Use of information – ownership to Confidential Information and IPR

The Receiving Party and its Representatives can only use Confidential Information for the Permitted Purpose.

Consequently, the Receiving Party may not use the Confidential Information to the commercial, financial or competitive disadvantage of the Disclosing Party or an affiliate of the Disclosing Party (provided, that this clause shall not prevent the Receiving Party from using the Confidential Information for the Permitted Purpose).

The Receiving Party recognizes and agrees that nothing in this Agreement will be construed as granting any rights, by license or otherwise to any Confidential Information of the Company disclosed pursuant to this Agreement, or to any IPR that the Company, or its shareholders or affiliates, has held or may hold, and has issued or may issue, based on such Confidential Information. All Confidential Information (including all copies thereof) will at all times remain the property of the Disclosing Party and will be returned to the Disclosing Party after the Receiving Party's need for it has expired, or upon request of the Disclosing Party, and in any event, upon completion or termination of this Agreement.

4. Duty of care, copying prohibition and obligation to return documentation

The Receiving Party and its Representatives shall keep all Confidential Information in strict confidence, secure and protected from loss, use, disclosure, modification or access, ensuring that third parties cannot access the information.

Should the Receiving Party become aware of any disclosure, modification or access that is inconsistent with this Agreement, it shall immediately notify the Disclosing Party, and do all that is in its power to prevent further inconsistencies and to mitigate the effects of the inconsistencies occurred.

The Confidential Information may not be copied, photographed or duplicated in any other way without prior written consent from the Disclosing Party.

The Disclosing Party may, at any time, demand the return of all written and electronic Confidential Information and possibly deletion from the Receiving Party's and the Representatives' computers, storage facilities etc.

5. Liability

The Receiving Party is liable for any loss that may arise due to breach of obligations according to this Agreement, including loss due to Representatives acting in defiance of this Agreement. If the Receiving Party or a Representative gains financially by breaching this Agreement, the Receiving Party must also pay the Disclosing Party an amount corresponding to the benefit gained.

The Receiving Party acknowledges that monetary damages may be both incalculable and an insufficient remedy for any breach of this Agreement. Accordingly, the Receiving Party understands that in the event of any breach of this Agreement, the Disclosing Party may, in addition to monetary damages, be entitled to seek the other remedies available to it under applicable law.

By signing this Agreement, the Receiving Party acknowledges and agrees that neither the Disclosing Party, its shareholders or its advisors, make any representation or give any warranty, whether express or implied, as to the accuracy, completeness, reasonableness, quality or suitability for any particular purpose of the Confidential Information, provided, however, that the foregoing shall not prohibit or limit any claim for fraud.

6. Term

The rights and obligations of the Parties under this Agreement shall remain in force for five years, unless replaced by another Agreement or other agreement between the Parties. The rights and obligations pursuant to clauses 5, 7 and 8 shall continue independently and survive termination.

7. No Partnership

The Parties agree that there is no partnership, joint venture, collaboration or special relationship of any kind, or intent to create one, between the Parties and that they will take no action to create, and no conduct by them should be interpreted as creating, such a relationship or intent, which must instead be separately documented by an agreement signed and approved by both Parties.

8. Governing law and dispute resolution

This Agreement shall be governed by, interpreted and construed in accordance with Norwegian internal law. Any legal dispute between the Parties relating to this Agreement that cannot be resolved amicably by negotiation shall be subject to arbitration in Arendal. The proceedings and the arbitration award shall be confidential, and the Parties undertake to enter into a separate confidentiality agreement to this effect when initiating the arbitral proceedings.

[PLACE], [DATE]

[PLACE], [DATE]

[NAME]
On behalf of AppSens AS

[NAME]
On behalf of [COMPANY]