



Member of the Gunnebo Security Group

THIS AGREEMENT, made the 25th day of November, 2014, by and between Gunnebo Gateway AB, Skogvaktaregatan 3, Motala, Sweden and Vector Security Inc. ("Company").

WHEREAS, one party ("Disclosing Party") desires to disclose, and has disclosed, to the other party ("Receiving Party") proprietary and confidential information, including, but not limited to business plans, operation, performance, services, products, and technical developments ("Information") for the purpose ("Purpose") of discussing business opportunities and providing services; and

WHEREAS, both parties wish to set forth the obligations in connection with the handling of Information exchanged between the parties.

NOW THEREFORE, for and in consideration of the mutual covenants herein expressed, and other lawful and valuable consideration, the parties agree as follows:

- 1. Receiving Party agrees that any of Disclosing Party's Information, which is made available to it, in whatever form, will be treated as confidential from the date of this Agreement. Said Information will be used solely for the Purpose of this agreement and will not be disclosed to third parties or used for any purpose other than the "Purpose" described herein without the prior written permission of the Disclosing Party.
2. Disclosing Party's Information shall be disclosed only to Receiving Party's representatives (employees and directors), affiliates, subcontractors and/or consultants, who have a reasonable need to know and who are similarly bound to confidentiality. The Receiving Party shall be responsible for the observance and proper performance by all of its representatives, affiliates, subcontractors and/or consultants of the terms and conditions of this agreement.
3. Receiving Party shall maintain the same confidentiality and secrecy of the Information provided by Disclosing Party as it does for its own Information, in order to prevent the unauthorized use, disclosure, dissemination or publication of Disclosing Party's Information. Upon discovery of any unauthorized disclosure of Information in its possession, the Receiving Party shall use its best endeavors to prevent any further disclosure or unauthorized use thereof. Proper and secure storage shall be provided for the Information as well as for all models and drawings containing Information, so that it is not accessible to unauthorized persons.
4. Receiving Party's obligations under this Agreement shall not apply to any information which: (a) was already in the possession of Receiving Party prior to its receipt from Disclosing Party without restriction on its use or disclosure; (b) is or becomes available to the general public other than as a result of disclosure by Receiving Party; (c) is rightfully disclosed to Receiving Party by a third party without restriction on its use or disclosure; (d) is independently created by or on behalf of Receiving Party without use of or access to Disclosing Party's Information; (e) is required to be disclosed by Receiving Party to administrative agencies or bodies/relevant authorities to satisfy accreditation requirements; or (f) is required to be disclosed pursuant to law such as a valid subpoena, court order, or similar document. If disclosure is required pursuant to subpoena, court order, or similar document, Receiving Party will provide Disclosing Party prompt notice and cooperate with Disclosing Party should Disclosing Party seek a protective order to limit or prevent disclosure.
5. The Receiving Party shall not copy or reproduce in any form any of the Information disclosed to it by the other party except to the extent necessary for the "Purpose" set out above. The Receiving Party may only make such notes or memoranda relating to the Information as are necessary for the "Purpose" and such notes and memoranda shall be considered to be part of the Information and shall be returned to the Disclosing Party, along with all copies, drawings, models or other media containing Information provided by the Disclosing Party, upon the termination of the Agreement or immediately upon request by the Disclosing Party. Notwithstanding the foregoing, Intertek may maintain a controlled copy of its records, including, but not limited to, test data, test reports, and listing reports, in order to document the services provided.
6. Nothing under this Agreement, or by reason of the disclosure of Information hereunder, shall be deemed to convey or grant the Receiving Party any license under any patent or proprietary right of the Disclosing Party, whether to manufacture, market, sell or otherwise.
7. This Agreement does not create a relationship of agency, partnership, joint venture or license between the parties. This Agreement does not obligate either party to purchase anything from or sell anything to the other party, and each party acknowledges the other party may enter into (a) other similar activities and/or (b) business relationships with third parties, provided no Information is disclosed or used by Receiving Party.
8. The invalidity or unenforceability of any term or provision contained in this Agreement shall not void or impair this Agreement's remaining provisions which shall remain in full force.
9. This Agreement is being submitted in duplicate, each of which shall be considered an original upon execution.
10. This Agreement shall be construed and governed in accordance with the laws of Sweden and the Commonwealth of Pennsylvania, USA.

Vector Security Inc:

Company Name:

Gunnebo Gateway AB:

BY:

[Signature]

BY:

[Signature]

Print Name:

JD English

Print Name:

2014-12-01

Title:

Vice President General Manager

Title:

Gjörn Skoog

Date:

11/25/2014

Date:

Managing Director

Gunnebo Gateway AB