

PLEASE READ THE COMMENTS AND FILL IN THE DOCUMENT.

BEFORE SENDING OUT:

DELETE ALL UNECCESARY BRACKETED LANGUAGE;
DELETE ALL BRACKETS IN FINAL AGREEMENT;
 MAKE SURE THERE IS NO BOLDED TEXT;
DELETE THIS TEXT BOX
DELETE ALL COMMENTS

SEND IN PDF SO THAT THE OTHER PARTY CANNOT EDIT WITHOUT OUR KNOWLEDGE

CONTACT IP&LAW WITH ANY QUESTIONS

NON-

DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made as of **[DATE]** by **[FULL LEGAL NAME OF CUSTOMER OR SUPPLIER]** ("Company") with a registered address at **[INSERT ADDRESS]** **[and VAT number [INSERT VAT NUMBER]]** in favor of **[FULL LEGAL NAME OF KONGSBERG ENTITY]** with a registered address at **[INSERT ADDRESS]** **[and VAT number [INSERT VAT NUMBER]]** and its subsidiaries and affiliates, ("Kongsberg").

In connection with Company's actual or potential relationship with Kongsberg related to **[DESCRIBE PROGRAM AND/OR CIRCUMSTANCES]**, Kongsberg may disclose Confidential Information (as defined below) to Company and/or its agents, representatives, employees, subcontractors and/or independent contractors (collectively, "Agents").

Accordingly, Company agrees as follows:

1. "Confidential Information" means all information concerning the business, affairs, products, research and technologies of Kongsberg and/or its customers that is not publicly available at the time it is disclosed to or learned by Company or Agents. Confidential Information includes, without limitation, all of the following: product specifications; data; know-how; formulas; compositions; processes; designs; sketches; photographs; samples; prototypes; test vehicles; inventions; concepts; ideas; past, current and planned research and development; past, current and planned manufacturing or distribution methods and processes; the identity of or other information about actual or potential customers, customer contacts and customer sales strategies; market studies, penetration data and other market information; sales and marketing plans, programs and strategies; sales, costs, and other financial data; sources of supply for products, raw materials, and components; plant descriptions and descriptions of production equipment; price lists; business plans; financial reports and statements; computer software and programs (including object code and source code); databases; internal reports, memoranda, notes, analyses, compilations and studies; personal information about any employee, officer or director of Kongsberg or any other party, and other data, information, materials or intangibles that relate to Kongsberg's business and/or products. Confidential Information also includes any materials or information that contain or are based on any other Confidential Information, whether prepared by Kongsberg, Company or Agents or any other person.

2. Information and materials will be conclusively deemed to be Confidential Information if marked by Kongsberg as confidential or proprietary at the time disclosed. Any information transmitted orally will be conclusively deemed Confidential Information if Kongsberg notifies Company that it is confidential or proprietary at any time following disclosure. Kongsberg's failure, however, to mark information or materials as confidential or proprietary or to notify Company that

Commented [RB1]: "One Way" agreement for use when only KA's information is being protected (no obligation for KA to protect info of other party)

Commented [RB2]: Insert effective date – should be prior to first disclosure of information

Commented [RB3]: Insert full legal name of other party

Commented [RB4]: Insert VAT number if applicable (not applicable in US); otherwise delete all double bracketed language

Commented [RB5]: Insert VAT number if applicable (not applicable in US); otherwise delete all double bracketed language

Commented [RB6]: Provide a full and specific description of the purpose or project

oral information is confidential or proprietary will not affect the information's or material's confidential or proprietary nature.

3. For a period of **[five (5) years]** from the date of initial disclosure, Company will (i) keep all Confidential Information strictly confidential and disclose it only to Agents who need to know such Confidential Information in order for Company to supply products and services to Kongsberg, (ii) use the Confidential Information solely for the purpose of supplying products and services to Kongsberg and (iii) obtain Kongsberg's written consent before Company or any Agents disclose any information that could, under any circumstances, constitute Confidential Information. Neither Company nor Agents will remove any Confidential Information from Kongsberg's premises unless Kongsberg authorizes the removal in writing.

4. All prototypes, samples and/or test vehicles provided by Kongsberg to Company under this Agreement are not for sale, but rather are consigned to Company solely for evaluation and testing, and shall at all times remain the property of Kongsberg. Company will use, evaluate and test such prototypes, samples and/or test vehicles only according to mutually agreed upon protocols and procedures. Company will provide Kongsberg with copies of all such test results, including the conditions under which each test was conducted, as well as the data generated and any conclusions or interpretations drawn from tests. Company (a) will not disassemble, analyze or have analyzed any prototypes, samples and/or test vehicles, or any portion thereof, and (b) will make no attempt to reverse engineer any prototypes, samples and/or test vehicles. Upon termination of Company's tests or earlier request of Kongsberg, Company will return to Kongsberg all prototypes, samples and/or test vehicles received from Kongsberg.

5. Except as authorized by Kongsberg, neither Company nor any Agents shall disclose to any third party the fact that Kongsberg has made Confidential Information available to Company or that Company has been engaged by Kongsberg to provide products and/or services to Kongsberg.

6. Company will cause all Agents to comply with the terms of this Agreement. Company will be liable and responsible for any violation of the terms of this Agreement by any Agents. Company will immediately inform Kongsberg of any breach of this Agreement by any Agents, and Company will take all steps needed to halt any current violation and prevent future violations of this Agreement.

7. Nothing contained in this Agreement will be construed as granting or conferring any license to Company under any patent or similar intellectual property right of Kongsberg.

8. Kongsberg shall have no commitment or obligation to enter into any further agreement with Company or to refrain from dealing with any third party in any manner whatsoever, except as expressly agreed by Kongsberg in writing.

9. This Agreement is limited to terms and conditions governing the disclosure and use of Confidential Information, and no supply or other commercial relationship or obligation between the parties is created by this Agreement.

10. This Agreement contains the entire agreement of Company concerning the subject matter hereof. No modification or waiver of the terms of this letter will be binding unless in writing and signed by Kongsberg and Company.

11. Governing Law. **[NOTE: CHOOSE ONE OF THE FOLLOWING PARAGRAPHS BASED ON LOCATION OF KA ENTITY AND DELETE OTHER OPTIONS]** [Any dispute, controversy or claim arising out of or in connection with this Agreement or the execution, breach, termination or

invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of one (1) arbitrator. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the substantive law of Sweden. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.]

Commented [RB7]: Option 1: Use this paragraph if the KA entity is European; delete other options below

[Any controversy or claim arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its International Arbitration Rules, before a single arbitrator panel of one (1) arbitrator, selected by the AAA in accordance with those rules. The arbitration is to be conducted in English. The arbitrator is to apply the laws of the State of Michigan, without regard to any applicable conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.]

Each party shall submit to any court of competent jurisdiction for purposes of the enforcement of any award, order or judgment. Any award, order or judgment pursuant to the arbitration is final, non-appealable and may be entered and enforced in any court having jurisdiction thereof. The award of the arbitrator shall be in writing and shall specify the factual and legal basis for the award. The arbitrator shall, in the award, determine and allocate the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party, against the party who did not prevail, to the extent and in the proportion deemed reasonable by the arbitrator. The arbitration is to be conducted in Novi, Michigan.]

Commented [RB8]: Option 2: Use this paragraph if the KA entity located in North, Central or South America; delete other options

[Unless otherwise agreed, if the location of Buyer from which this Agreement is issued is in Asia, then any dispute, controversy or claim arising out of or relating to this Agreement or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force and as may be amended by the rest of this clause.]

The appointing authority shall be Hong Kong International Arbitration Centre. The place of arbitration shall be in Hong Kong at Hong Kong International Arbitration Centre (HKIAC). There shall be only one arbitrator. Any such arbitration shall be administered by HKIAC in accordance with HKIAC Procedures for Arbitration in force at the date of this contract including such additions to the UNCITRAL Arbitration Rules as are therein contained. The language to be used in the arbitral proceedings shall be English. This Agreement shall be governed by the substantive law the People's Republic of China. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.]

Commented [RB9]: Option 3: Use this option if the KA entity is located in Asia; delete other options

EXECUTED as of the date first above written.

[FULL LEGAL NAME OF CUSTOMER]

Commented [RB10]: Insert full legal name of customer

By: _____

Name: _____

Title: _____