

## Mutual Non-Disclosure Agreement

This Non-Disclosure Agreement (this “Agreement”) is made and effective as of **[date]**, by and between **[name of Customer/Partner/Supplier/Consultant]** (“Company”) with a registered address of **[INSERT ADDRESS]** [and VAT number **[INSERT VAT NUMBER]**], and Kongsberg Inc. 90, 28th street, Shawinigan QC Canada, (together with its affiliates and subsidiaries, “KA”).

A. Company and KA wish to discuss and explore a potential business relationship relating to **[description of products, services, development project or other business relationship/transaction]** (together with any purchase and supply or other business relationship arising out of such activities, unless the terms of such activities specifically supersede the terms of this Agreement, the “Project”).

B. In order to facilitate the Project, each party may disclose to the other party certain information which the disclosing party considers proprietary and confidential.

In order to protect the proprietary interests of the parties and to avoid any misunderstanding as to the disclosure and use of information exchanged between them in connection with the Project, the parties agree as follows:

### 1. Definition of Proprietary Information

(a) For purposes of this Agreement, the term “Proprietary Information” means all information disclosed in connection with the Project concerning the business, affairs, products, research and technologies of the disclosing party and/or its customers that is not publicly available at the time it is disclosed to, or learned by, the receiving party. Such Proprietary Information includes, without limitation, product specifications; data; know-how; formulas; compositions; processes; designs; prints; 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; descriptions of plants and 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 KA or any party; and other data, information, materials or intangibles that relate to the disclosing party’s business and/or products. Proprietary Information also includes any materials or information that contain or are based on any other Proprietary Information, whether prepared by the disclosing party, the receiving party or any other person.

(b) Notwithstanding the foregoing, Proprietary Information includes only information which is (i) initially disclosed in written or physical form (including information stored in electronic data systems or in storage media) and which is clearly marked "Proprietary" or "Confidential" and with a legend that identifies the date of disclosure and references this particular Agreement or (ii) initially disclosed in non-written or non-physical form and subsequently identified in writing by the disclosing party (marked in accordance with subparagraph (i) above) delivered to the receiving party within thirty (30) days of such disclosure.

2. Exceptions for Certain Information. The restrictions and obligations set forth in Sections 3, 4 and 5 below shall be inapplicable to any information which (i) prior to the receiving party's receipt thereof was publicly available or in the receiving party's possession from a source other than the disclosing party, or (ii) after the receiving party's receipt thereof becomes publicly available other than as a consequence of a breach of the receiving party's obligations hereunder, or (iii) is rightfully acquired by the receiving party without a confidentiality obligation from a third party who is under no obligation to the disclosing party to maintain the confidentiality of the information, or (iv) is independently developed by the receiving party or (v) is required to be disclosed pursuant to a subpoena or similar order from a court, agency or other similar authority, provided that the receiving party required to disclose such information gives to the providing party as much notice as is reasonably practicable and allows the providing party as much opportunity as is reasonably practicable to defend against such subpoena or order.

3. Non-Disclosure of Proprietary Information. For the period ending **[five (5)]** years following **[the end of the Project] or [the termination or expiration of this Agreement]**, the receiving party will maintain Proprietary Information of the disclosing party in confidence using the same degree of care and discretion to avoid disclosure, publication or dissemination of such Proprietary Information to any third party as it uses with its own similar information that it does not wish to disclose, publish or disseminate (but in no event less than a reasonable degree of care and discretion).

4. Use of Proprietary Information. For the period ending **[five (5)]** years following **[the end of the Project] or [the termination or expiration of this Agreement]**, each party agrees to use or copy the Proprietary Information disclosed to it hereunder only for the purpose of exploring and facilitating the Project and to disclose Proprietary Information only to its employees, agents, representatives, officers, directors, subcontractors, suppliers, independent contractors, customers, advisors (including without limitation, tax, financial, accounting and legal advisers), shareholders and controlling persons (collectively, "Representatives") who need to know such Proprietary Information in order to explore and facilitate the Project.

5. Return or Destruction of Proprietary Information. Upon the request of the disclosing party, the receiving party agrees to return all Proprietary Information to the disclosing party and/or to destroy any copies thereof in its possession.

7. Cessation of Information Exchange. Either party may stop furnishing Proprietary Information to the other party at any time. Upon request of a party, the other party will stop furnishing Proprietary Information to the other party.

8. Duties With Respect to Representatives. The receiving party will cause each of its Representatives to comply with the terms of this Agreement and will be liable and responsible for any violation of the terms of this Agreement by any of its Representatives. The receiving party will immediately inform the disclosing party of any breach of this Agreement by any of its Representatives and will take all steps needed to halt any current violation and prevent future violations of this Agreement.

9. No Grant of License. This Agreement shall not constitute the grant of any license under any patent, patent application, copyright, trademark or other similar proprietary right, now or hereafter owned or controlled by either party.

10. Disclaimer. Proprietary Information is provided “as is” and the disclosing party makes no warranties, whether express, implied or statutory, regarding the proprietary information, including accuracy, completeness, sufficiency, merchantability, fitness for a particular purpose, and non-infringement.

11. Securities Laws. Each party acknowledges that applicable securities laws may prohibit a person who has material, non-public information about KA or Company from publicly trading in securities of KA or Company, or from communicating such material non-public information about KA or Company to another person or entity.

10. No Obligation. This Agreement is limited to terms and conditions governing the disclosure and use of Proprietary Information in connection with the Project, and no supply or other commercial relationship or obligation between the parties is created by this Agreement. Except as to matters specifically agreed to herein, neither party, nor its Representatives, will be under any obligation of any kind whatsoever with respect to the Project unless and until definitive agreements pertaining to the Project are entered into by the parties. Each party may, therefore, reject any or all proposals of the other party relating to the Project for any reason without explanation or liability. Subject to compliance with the express terms of this Agreement, each party and/or its affiliates are free to pursue, acquire and conduct businesses and to market, acquire, develop, provide and sell materials, products or services, independently and/or with any third party, that are similar to, and/or competitive with, those of the other party to this Agreement (including the subject matter of the Project).

11. Publicity. Without the prior written consent of the other party, neither party nor its Representatives shall disclose to any person (a) the parties' interest in pursuing the Project, (b) the fact that any investigations, discussions or negotiations are taking place

or have taken place, (c) the financial or other terms, conditions and other facts with respect to the Project, including the status thereof, (d) the existence of this Agreement or any correspondence relating thereto or to the Project and (e) the fact that either party has received any Proprietary Information from the other party or the nature of such Proprietary Information.

12. Amendment. This Agreement is the final written expression of the parties as to the subject matter hereof. This Agreement may not be modified except by a written instrument executed by the duly authorized representatives of both parties.

13. Termination. This Agreement may be terminated at any time by either party, provided, however, that termination of this Agreement shall not alter the rights and obligations of the parties arising under this Agreement prior thereto.

14. No Implied Waiver. Each party agrees that a failure or delay by a party in exercising any of its rights, powers or privileges hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any such right, power or privilege.

15. Severability. If any term of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such term shall be reformed or deleted, but only to the extent necessary to comply with such finding, and the remaining provisions of this agreement shall remain in full force and effect.

16. Governing Law. 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

**ACCEPTED AND AGREED TO:**

**Kongsberg Inc.**

**[Name of Company]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_