



NON-DISCLOSURE AGREEMENT Purchasing

This Non-Disclosure Agreement is made and entered into as of the 23 December 2016 by and between:

Kongsberg Inc. (dba Kongsberg Automotive), located at **90, 28 ième rue CP 10034 Grand-Mère, Quebec G9T 5K7, CA** ("Buyer"), on the one hand and

Supplier Legal Name a limited liability company, located at **Supplier Physical address** ("Supplier"), on the other hand.

Buyer and Supplier are collectively referred to as the "Parties" and individually as "Party".

This Agreement is initiated due to the fact that Buyer may from time to time desire to purchase a product or products that Supplier wishes to sell.

1. "Confidential Information" means, without limitation, all information, ideas, plans, trade secrets, including drawings, specifications, research, samples, moulds, sketches, notes, customer lists, supplier identity, costs, know-how, photographs, prototypes, graphs, relating to the Project whether in oral or in printed, electronic or any other format and all other scientific, commercial, financial, marketing, technical or other information or ideas involving or reasonably related to the Project and not generally available to the public whether in oral or in printed, electronic or any other format.
2. The receiving Party shall not disclose Confidential Information nor make it available to any third party unless expressly permitted by this Agreement.
3. The receiving Party shall restrict its use of Confidential Information for the purpose for which it was disclosed and make no further or other use of it.
4. The receiving Party shall use its best efforts to protect the Confidential Information. These measures must not be less strict than those taken by the receiving Party to protect its own confidential information.
5. The Parties may disclose Confidential Information to its employees, affiliates and sub-suppliers if it is necessary to accomplish the purpose of the Project. The receiving Party shall ensure that such parties are bound by the same obligations towards it as the Parties to this Agreement are bound towards each other.
6. This Agreement is effective from the Effective Date and shall continue indefinitely. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. The Parties' obligations of confidentiality survive for five years after such termination.
7. The constraints of this Agreement do not apply to information, which the receiving Party can show:



- a) was already known to it at the time of disclosure by the other Party;
 - b) was in the public domain at the time of disclosure by the other Party;
 - c) becomes publicly known other than through a breach of this Agreement or a breach of a similar agreement with the other Party;
 - d) have been independently developed without access to the disclosing Party's Confidential Information;
 - e) is legally obtained from a source without restrictions; or
 - f) Is required to be disclosed due to law and the receiving Party is ordered to disclose such information by a body of competent jurisdiction. The Party requested to disclose such information shall promptly notify the other Party of any such requirement in advance of the disclosure and cooperate with the other Party in order to obtain a protective order or other remedy and shall disclose only the portion of the information that it is legally compelled to disclose.
8. The receiving Party is liable for any resulting damages due to unauthorized disclosure of Confidential Information. Moreover, the Parties are aware of that unauthorized disclosure of Confidential Information may result in criminal charges under the laws of applicable jurisdiction. The disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for any breach or anticipated breach of this Agreement without the necessity of posting a bond. Any such relief will be in addition to all other legal and equitable remedies.
9. This Agreement is to be construed according to the laws of the country (and state/province, if applicable) from which this Agreement is issued as shown by the address of Buyer, excluding any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures.

This Agreement has been signed by duly authorized representatives and made up in two identically worded originals whereof the Parties have received one each.

Kongsberg Inc.

Supplier Legal Name

Name:
Title:
Date:

Name:
Title:
Date: