



Mutual Non-Disclosure and Non Circumvention Agreement

This Mutual Non-Disclosure and Non-Circumvention Agreement ("Agreement") is made and entered into as of the day of **date month year** by and between Jotron AS, (the "First Party"), having its principal place of business at Østbyveien 1, NO-3280 Tjodalyng, Norway and **customer** (the "Second Party"), having its principal place of business **address**.

1) Purpose

The First Party and Second Party wish to explore a business opportunity of mutual interest concerning each Party's business, operations, proprietary technology, and products. In connection with this opportunity certain trade secrets and business information proprietary to each Party and which each Party considers Confidential Information (as defined below) may be provided free of charge to one Party (the "Promisor") by the other party (the "Discloser"). This Agreement is intended to allow both Parties to have open discussions regarding Confidential Information, while still affording complete protection of the Discloser's Confidential Information against disclosure or unauthorized use. Written agreements regarding authorized disclosures or use of the Discloser's Confidential Information may, but need not, be entered into between the Parties in the future.

2) Definition

"Confidential Information" means any disclosure of proprietary information relating to (i) the Discloser's proprietary technology and products, including without limitation, technical data, dies, trade secrets, know-how, research, product plans, ideas or concepts, products, services software, inventions, algorithms, formulas, technology, designs, schematics, drawings, engineering, and hardware configuration information (collectively "Technical Information"), and (ii) proprietary information relating to the Discloser's operations and business or financial plans or strategies, including but not limited to customers, customer lists, vendors, suppliers, markets, financial statements and projections, product pricing and marketing, financial or other strategic business plans or information (collectively, "Business Information"), disclosed to Promisor by the Discloser, either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities. Provided that such information orally disclosed by the Discloser to the Promisor pursuant to this Agreement, is designated as proprietary at the time of disclosure and is reduced to writing by the disclosing party, and such writing is marked in a manner to indicate its confidential nature and delivered to the receiving party within thirty (30) days after its oral disclosure. Confidential Information does not include any of the foregoing items which (i) is known to Promisor at the time of the disclosure to Promisor by the Discloser as evidenced by written records of Promisor, (ii) has become publicly known and made generally available through no wrongful act of Promisor, or (iii) has been rightfully received by Promisor from a third party who is authorized to make such disclosures.

3) Non-Disclosure of Confidential Information

Promisor agrees not to use any Confidential Information disclosed to it by the Discloser for its own purpose except to carry out discussions concerning, and the undertaking of, any business relationship between Promisor and the Discloser. Promisor will not disclose any Confidential Information of the Discloser to third parties or to employees of Promisor except to its employees who are required to have the information in order to carry out the discussions of the contemplated business. Promisor will have or has had its employees, contractors or agents who have access to Confidential Information of the Discloser sign a non-disclosure agreement in content substantially similar to this Agreement and will promptly notify the Discloser in writing of the names of each such employee upon the request of the Discloser at any time. Promisor agrees that it will take all reasonable measures to protect the secrecy of and



avoid disclosure or use of Confidential Information of the Discloser in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that Promisor utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care. Promisor agrees to notify the Discloser promptly in writing of any misuse or misappropriation of Confidential Information of the Discloser which may come to the Promisor's attention.

4) Non-Circumvention

In consideration of the Owner's disclosure of the Confidential Information, the Promisor shall not at any time prior to the date immediately preceding the fifth anniversary date of this Agreement, attempt in any manner to commercially exploit, either directly or indirectly, the proposed and existing business concepts and plans of the Owner or any of the Confidential Information without the Owner's prior written consent, that may be given or withheld by the Owner in its sole discretion. The parties specifically understand and agree that this prohibition is specifically intended to address the world wide maritime electronic market for products under development now or during the term of Promisor's engagement with the First Party.

Note: Section 4 is intended to make sure that information transferred to Promisor is not used by Promisor or the ones that he may work with or plan to work with, engage in business of developing systems similar to the ones being supplied to the Second Party and discussed with the Discloser.

5) Return of Materials

Any material or documents which have been furnished by the Discloser to Promisor will be promptly returned to the Discloser, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded, or at any time upon the Discloser's request. No copies of the Discloser's Confidential Information may be made unless approved in writing by the Discloser.

6) No License

Nothing in this Agreement shall be construed to grant Promisor any rights under any patent or copyright, nor shall this Agreement be construed to grant Promisor any rights in or to the Discloser's Confidential Information, except the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the proposed business relationship with the Discloser.

7) Term

The foregoing commitments of Promisor shall survive any termination of discussions between the Parties and shall continue (i) as to matter involving "Business Information" for a period of five (5) years following the date of this Agreement and (ii) as to Technical Information, until such Technical Information is no longer required to be protected as set forth in the second sentence of Paragraph 2, above.

8) Miscellaneous

This Agreement shall be binding upon and inure to the benefit of the undersigned Parties, their successors and assigns.



9) Enforcement

All disputes between the parties in connection with or arising out of the existence, validity, construction, performance and/or termination of this Agreement (or any terms thereof) which the parties are unable to resolve between themselves, shall be settled by the rules of Conciliation and Arbitration of the International Chamber of Commerce in London. English shall be the language used during proceedings.

In the event that either party determines it to be necessary to resort to legal action to enforce its rights under this Agreement the non-prevailing party shall pay all of the prevailing party's costs associated with such enforcement action, including but not limited to attorneys' fees.

Authorized:

Name:

Title:

Company: Jotron AS

Place and Date:

Name:

Title:

Company

Place and Date: