

NON-DISCLOSURE AGREEMENT

SAF-2017-

Riga, 2017

SAF Tehnika AS, a company existing under the laws of Latvia, registration # 40003474109, having its place of business at 24a, Ganību dambis, Rīga, LV-1005, Latvia (hereinafter - **SAF**), and _____, a company existing under the laws of _____ [country], having its place of business at _____ (hereinafter - _____), hereinafter referred to separately as a "Party" and collectively as the "Parties", agree upon the following:

1. DEFINITIONS

1.1. "**Activity**" shall mean discussions and exchange of information related to _____.

1.2. "**Confidential Information**" shall mean any business, marketing, technical, scientific or other information which, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

1.3. "**Contractor**" shall mean any individual or entity which has entered into a written agreement (containing obligations of confidence substantially similar to those contained in this Agreement) with either Party to perform services, or assist with the Activity for or on behalf of that Party.

2. DISCLOSURE AND USE RESTRICTIONS

2.1. Any Confidential Information disclosed pursuant to this Agreement shall be retained in confidence by the receiving Party, disclosed only to employees and Contractors of the receiving Party with a need to know, and used solely for the purposes of carrying out the Activity. The receiving Party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use, dissemination or publication of the Confidential Information.

3. RETURN OF CONFIDENTIAL INFORMATION

3.1. Upon request from the disclosing Party, the receiving Party shall:

3.1.1. Immediately return all Confidential Information and copies thereof; or

3.1.2. Immediately destroy such Confidential Information and all copies thereof, and certify their destruction to the disclosing Party (receiving Party's legal counsel may retain a single copy of Confidential Information for archival purposes only to provide a record of disclosure).

4. EXEMPTIONS

4.1. Restrictions on use and disclosure set forth in this Agreement shall not apply to the extent that the use or disclosure of Confidential Information:

- 4.1.1. Was previously known by the receiving Party;
- 4.1.2. Is lawfully in the public domain, other than through a breach of this Agreement;
- 4.1.3. Was disclosed to the receiving Party by a third party without any restrictions on its use or disclosure, provided this third party is not, to the receiving Party's knowledge, itself in breach of any obligations of confidence with respect to such information;
- 4.1.4. Is independently developed by the receiving Party; or
- 4.1.5. Is compelled by law, provided the receiving Party gives the disclosing Party a prompt notice of any efforts to compel disclosure and reasonably co-operates with the disclosing Party's lawful attempts to prevent disclosure or to obtain a protective order.

5. PROPRIETARY RIGHTS

5.1. The disclosing Party and its suppliers (as applicable) shall retain all rights to, title and interest in its Confidential Information. No license of any patent, copyright or any other right in respect of the Confidential Information is granted to the receiving Party under this Agreement by implication or otherwise except for the express rights granted herein.

6. LIABILITIES

6.1. THE DISCLOSING PARTY HEREBY EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ACCURACY, SUFFICIENCY, SUITABILITY OR NON-INFRINGEMENT. THE DISCLOSING PARTY SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES, LOSSES OR EXPENSES INCURRED BY THE RECEIVING PARTY AS A RESULT OF ITS RECEIPT OF INFORMATION PURSUANT TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS DESCRIBED IN THIS ARTICLE AND THE ALLOCATION OF RISKS AND BENEFITS UNDER THIS AGREEMENT ARE A FUNDAMENTAL PART OF THIS AGREEMENT.

7. TERM & DURATION

7.1. This Agreement shall apply in respect of discussions and disclosures of Confidential Information related to the Activity for a period of three (3) years commencing on the date of signing this Agreement. The receiving Party shall maintain the confidentiality of any

Confidential Information received pursuant to this Agreement for a period of five (5) years following the expiration of the term of this Agreement.

8. NO OTHER BUSINESS RELATIONSHIP

8.1. This Agreement does not represent or imply any agreement or commitment to enter into any further business relationship, or to expend funds or other resources in the development of products or services.

8.2. No obligation or commitment relating to the Activity shall arise between the Parties, except as may be set forth in a written agreement duly executed by authorized representatives of each Party.

8.3. This Agreement does not create any agency or partnership relationship between the Parties or authorize a Party to use the other Party's name or trademarks.

8.4. Subject to the obligations envisaged in this Agreement, neither Party is precluded from pursuing independently any activities similar to or in competition with the Activity contemplated herein.

9. EXPORT CONTROL

9.1. The Parties recognize that the communication or transfer of any information received pursuant to the Activity may be subject to specific governmental export approval. The Parties agree to comply with all applicable export control legislation.

10. ASSIGNMENT

10.1. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party.

11. WAIVER

11.1. The failure of a Party to enforce at any time or for any period of time any of the provisions of this Agreement shall not constitute a waiver of such provisions or the right of that Party to enforce each and every provision.

12. ENTIRE AGREEMENT

12.1. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the Activity and supersedes all prior agreements, representations or communications of any kind. No amendment or modification of this Agreement shall be valid or binding unless it is in writing and signed by duly authorized representatives of each Party.

13. APPLICABLE LAW & DISPUTE SETTLEMENT

13.1. This Agreement shall be governed by and construed in accordance with the laws of the Latvia.

13.2. Any dispute arising out of or in connection with this Agreement shall be finally settled by arbitration within the Latvian Chamber of Commerce and Industry in Riga, Latvia according to its procedural rules. The language of arbitration proceedings shall be English.

14. COPIES

14.1. This Agreement is executed in the English language. All countersigned copies of this Agreement are valid, the same and understood by both Parties.



SAF Tehnika AS

Signature

Signature

Name

Name

Title

Title