

NON-DISCLOSURE AGREEMENT (TWO-WAYS)

between

Sunnaas Sykehus HF

And

[COMPANY]



NON-DISCLOSURE AGREEMENT

This Non Disclosure Agreement (**Agreement**) is entered into with effect from [•] (**Effective Date**) by and between

Sunnaas, Sykehus HF, Bjørnemyrveien 11, N- 1450 Nesoddtangen, Norway (Sunnaas)

OR,
and

[COMPANY] having its principle place of business at [ADDRESS] ([SHORT NAME OF COMPANY]),

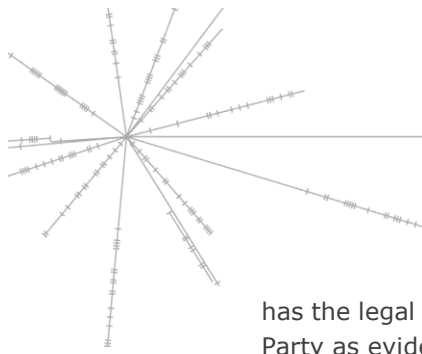
individually referred to as a **Party** and collectively referred to as **Parties**.

- Whereas [SHORT NAME OF COMPANY] has [•]
- Whereas Sunnaas and [SHORT NAME OF COMPANY] have certain proprietary information/IPR [DESCRIPTION, e.g. the Proprietary Information is being covered by patent application(s) filed on xx.yy.zzzz] (Proprietary Information);
- Whereas the Parties have agreed to disclose this Proprietary Information to each other for the purpose of evaluating same, as the Parties are considering [STATE EXPECTED PURPOSE, E.G. ENTER INTO A LICENSE AGREEMENT, ENTER INTO A RESEARCH AGREEMENT, SEEK FUNDING TOGETHER OR ELSE] (**Stated Purpose**).

Now therefore, the Parties have entered into the following Agreement:

1 Definition of Confidential Information, and Exclusions

- a) Confidential Information shall mean all information (including all oral and visual information, and all information recorded in writing or electronically, or in any other medium or by any other method) disclosed to, or obtained by one Party from the other Party or a third party acting on that other Party's behalf, and without prejudice to the generality of the foregoing definition shall include but not be limited to (i) any information ascertainable by the inspection or analysis of samples, (ii) the information detailed in the Annexes hereto, and (iii) any information relating to a Party's operations, processes, plans, intentions, product information, knowhow, designs, trade secrets, software, market opportunities, customers and business affairs.
- b) Confidential Information shall not include any information, that (i) is or subsequently becomes publicly available without a Party's breach of any obligation owed to the other Party; (ii) was known to a Party prior to the disclosure of such information by the other Party pursuant to the terms of this Agreement; (iii) is received by a Party from a third party, who



has the legal right to disclose information to that Party; (iv) is independently developed by a Party as evidenced by written records.

2 Obligations Regarding Confidential Information

a) The Parties shall:

(i) *Refrain from disclosing any Confidential Information to third parties, except as expressly provided in Section 2(b) and 2(c) of this Agreement;*

(ii) *Take reasonable security precautions as great as the precautions it takes to protect its own Confidential Information, but in any event no less than reasonable care, to keep confidential the Confidential Information;*

(iii) *Refrain from using, disclosing, reproducing, summarizing and/or distributing Confidential Information except in pursuit of the Stated Purpose, and only as otherwise provided hereunder; and*

b) A Party may disclose Confidential Information in accordance with a judicial or other governmental order, provided that the Party, to the extent possible, gives the other Party reasonable notice prior to such disclosure to allow that other Party a reasonable opportunity to seek a protective order or equivalent.

c) A Party may only disclose Confidential Information to its employees in connection with the Stated Purpose and on a need-to-know basis. Said employees shall then be bound by the regulations set forth in this Agreement.

d) A Party shall immediately notify the other Party in writing upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by it and its employees and will cooperate with the other Party in every reasonable way to help the other Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

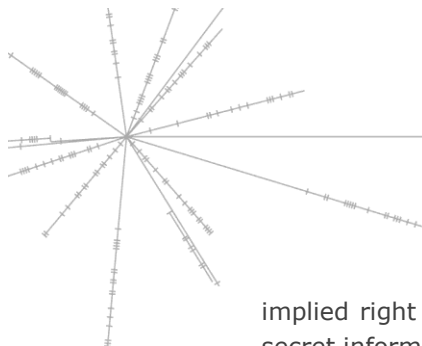
e) A Party shall at the other Party's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to it as Confidential Information within 30 days upon the other Party's written request, or at the other Party's option and within the same time limits, certify destruction of the same.

3 Remedies

The Parties understand and agree that remedies in damages may be inadequate to protect against any breach of any of the provisions of this Agreement by a Party, including its officers, employees, or any other person acting in concert with it or on its behalf. Accordingly, each Party, in addition to all other remedies, shall be entitled to apply for the granting of interim and final injunctive relief by a court of competent jurisdiction in the discretion of that court against any action that constitutes any breach of this Agreement.

4 Miscellaneous

a) All Confidential Information is and shall remain the property of the disclosing Party. By disclosing Confidential Information, the disclosing Party does not grant any express or



implied right to the other Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein.

- b) This Agreement requires none of the Parties to proceed with any proposed transaction or relationship beyond the Stated Purpose.
- c) This Agreement may be terminated by either Party with respect to further disclosures upon thirty (30) days prior written notice. This Agreement shall automatically terminate two (2) years from its Effective Date, unless extended in separate, written amendments which shall be enclosed with this Agreement.
- d) The confidentiality obligations resulting from this Agreement shall last five (5) years from termination of the Agreement as provided for in Article 4c).
- e) This Agreement shall be governed and construed in accordance with Norwegian law. All disputes arising out of or in connection with this Agreement shall be submitted to the jurisdiction of the ordinary courts of Norway with Oslo as legal venue.
- f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS THEREOF,

[COMPANY]

Sunnaas Sykehus HF

By:

By:

Name:

Name:

Title:

Title:

Date:

Date: