

UNILATERAL NON-DISCLOSURE AGREEMENT

This Unilateral Non-Disclosure Agreement (the "Agreement") is entered into by and between: **Vygruppen AS** with organisation number 984 661 177, hereinafter referred to as the "**Contracting Entity**",

And

[**Supplier Name**], with organisation number [**Organisation No.**] hereinafter referred to as the "**Recipient**".

The Contracting Entity and the Recipient are collectively referred to as the "**Parties**".

The Agreement relates to the OneTrack Solution procurement with reference no. 9083.

1. Definition of Confidential Information

- For the purposes of this Agreement, "Confidential Information" means the information contained in Appendix 3 – Customer System Landscape
- Appendix 3 – Attachment 1 – Integrations
- Appendix 1 – Attachment 5 – Target State Integrations

2. Non-Disclosure and Non-Use Obligations

The Recipient shall:

- a) keep all Confidential Information strictly confidential;
- b) use the Confidential Information solely for the purpose of evaluating and participating in the procurement process conducted by the Contracting Entity;
- c) not disclose Confidential Information to any third party without the prior written consent of the Contracting Entity;
- d) protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information, and in any event no less than a reasonable standard of care.

The Recipient may disclose Confidential Information only to those employees, consultants, advisers or subcontractors who have a legitimate need to know such information for the above purpose and who are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

The Recipient remains responsible for any breach of this Agreement by persons to whom it discloses Confidential Information.

3. Exclusions

The obligations contained in this Agreement shall not apply to information that the Recipient can demonstrate:

- a) is or becomes publicly available through no breach of this Agreement;
- b) was lawfully known to the Recipient before disclosure by the Contracting Entity;
- c) is lawfully obtained from a third party without restriction on disclosure;
- d) is independently developed by the Recipient without reference to the Confidential Information.

If the Recipient is required by law, regulation or court order to disclose Confidential Information, the Recipient shall, to the extent legally permitted, promptly notify the Contracting Entity before making such disclosure.

4. Term

The Recipient's obligations under this Agreement shall remain in force for a period of five (5) years from the date of disclosure of the relevant Confidential Information.

5. Damages and Remedies

If the Recipient breaches any of its obligations under this Agreement, the Recipient shall indemnify the Contracting Entity for all losses, damages, costs and expenses arising out of or in connection with such breach.

The Recipient acknowledges that a breach of this Agreement may cause irreparable harm to the Contracting Entity for which monetary damages alone may not be an adequate remedy. Accordingly, in addition to any other rights or remedies available under applicable law, the Contracting Entity shall be entitled to seek injunctive relief, interim measures, specific performance and any other equitable remedies necessary to protect its interests under this Agreement.

No failure or delay by the Contracting Entity in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy. Any waiver must be made expressly and in writing by the Contracting Entity.

6. Governing Law

This Agreement shall be governed by and construed in accordance with Norwegian law.

If a dispute has not been resolved after negotiations, each Party may demand to settle the dispute with final effect before Norwegian courts of law.

The venue shall be the legal venue of the Contracting Entity.

7. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect.

8. Amendments

Any amendment to this Agreement must be made in writing and signed by both Parties.

9. Signature for and on behalf of the Recipient

Name of the Supplier:	
Name of authorized representative:	
Title:	
Date:	
Signature:	