

MUTUAL NON-DISCLOSURE AGREEMENT

BETWEEN Nilfisk A/S, CVR no. 62 57 22 13, Marmorvej 8, 2100 København Ø ("NILFISK")

AND [Name], [address] ("NAME")

(jointly referred to as the "PARTIES" and individually as a "PARTY")

1. **Purpose.** NILFISK and NAME want to cooperate for the purpose of discussing [insert specific purpose] (the "Purpose"). In connection herewith, Confidential Information (defined below) will be exchanged between the PARTIES. In order to protect such information, the PARTIES have agreed to this Confidentiality Agreement (hereinafter referred to as the "Agreement").
2. **Confidential information.** This Agreement covers all information of any kind, whether oral or written, including without limitation: information of a commercial, technical or financial nature; technical information on products, processes, technologies and know-how in general; test results and data; reports, materials, projections; business plans and strategies; business alliances; other trade secrets; customers; suppliers; markets; services; designs; personnel; regulatory and environmental matters; and other proprietary information which a PARTY or its Representative(s) (defined as and shall include, without limitation, a Party's employees, directors, advisors as well as its affiliates, subsidiaries and any such person employed by or acting on behalf of its subsidiaries or affiliates) receive(s) from the other PARTY or its Representative(s) (hereinafter referred to as "Confidential Information") during the discussions of the Purpose.
3. **Exceptions.** The following information shall not be considered Confidential Information:
 - 3.1. Public information. Information that at the time of disclosure is in the public domain or subsequently becomes part of the public domain through no fault or breach of this Agreement by the receiving PARTY;
 - 3.2. Information already in possession. Information that the receiving PARTY can establish by competent proof was in its possession at the time of disclosure and was not acquired directly or indirectly from the disclosing PARTY;
 - 3.3. Unrestricted third party information. Information that is received after the time of disclosure by the receiving PARTY from a third party who did not acquire such information directly or indirectly from the disclosing PARTY under obligations of confidentiality and who is in lawful possession of said information; or
 - 3.4. Independent development. Information that the receiving PARTY can establish by competent proof has been independently developed by employees, agents, consultants or other Representatives of the receiving PARTY without the use of Confidential Information.
4. **Restrictions.** The Confidential Information is provided by the disclosing PARTY subject to the following restrictions:
 - 4.1. Non-disclosure. The PARTIES recognise and acknowledge the competitive significance and confidential nature of the Confidential Information and the potential damage this may cause to the disclosing PARTY if the

information contained therein is disclosed to any third party and/or is used without authorization. Therefore, the receiving PARTY shall keep Confidential Information in strict confidence by only sharing the disclosing PARTY's Confidential Information internally within the receiving PARTY's own organisation on a strictly need-to-know basis and by not disclosing the disclosing PARTY's Confidential Information to any third party. The receiving PARTY shall use the same degree of care as it uses to prevent disclosure or unauthorized use of its own Confidential Information, but not less than a reasonable degree of care.

- 4.2. Non-use. The receiving PARTY undertakes that the Confidential Information is used solely for the Purpose. The receiving PARTY further undertakes to inform its Representatives and employees involved in the Purpose about this Agreement and to ensure that they will be bound by confidentiality and non-use obligations no less strict than the conditions contained in this Agreement. The receiving PARTY shall be liable for any breach of confidentiality or restrictions on use by any such persons.
- 4.3. Mandatory disclosure. The receiving PARTY is only entitled to disclose Confidential Information to the extent it is obliged to do so due to legal regulations and/or directives by competent public authorities or courts. Upon becoming aware of any obligation of disclosure, the receiving PARTY shall promptly inform the disclosing PARTY of the duty of disclosure and set out the extent of Confidential Information to be disclosed and the legal basis therefore. Upon request of the disclosing PARTY, the receiving PARTY shall take all reasonable steps and measures adequate and necessary in order to limit or to avert the duty of disclosure.
- 4.4. Return or destruction. Upon request from the disclosing PARTY, the receiving PARTY shall immediately return or destroy all Confidential Information and all summaries, excerpts and copies and not retain the Confidential Information in any form or for any reason whatsoever, if not stipulated otherwise by mandatory law.
5. **Limited warranty**. Confidential Information is provided on an "as is" basis without any express or implied warranty, guarantee or representation with respect to the accuracy and usefulness of such Confidential Information, and the disclosing PARTY shall never be liable for any damage or loss that the other PARTY's use of Confidential Information might incur. The aforesaid limitation of liability shall not apply to any liability for damages caused by wilful misconduct or gross negligence as well as for a wilful or negligently caused injury to life, body and health.
6. **Remedies in case of breach**. The PARTIES agree to indemnify and pay damages in accordance with applicable law to the other PARTY in relation to any breach of this Agreement. The PARTIES further agree that in the event of an actual or threatened breach of this Agreement, the other PARTY shall be entitled to seek to obtain injunctive or other equitable relief in any court of competent jurisdiction to remedy or prevent such actual or threatened breach. Any other contractual or statutory rights of the PARTIES shall remain unaffected.
7. **Term**. This Agreement shall remain in full force and effect as long as the PARTIES continue to exchange Confidential Information related to the Purpose. The obligations of non-disclosure and non-use of the Confidential Information shall end three (3) years after the last exchange of Confidential Information, except in relation to information constituting a trade secret of a PARTY, under applicable law which shall be protected indefinitely.
8. **Invalidity**. In case a provision of this Agreement is or will become invalid the validity of the remaining provisions of the Agreement shall not be affected thereby. However, the PARTIES undertake to replace such an invalid provision by a valid one which as far as possible provides for a result corresponding to the intent of the invalid provision.

9. **No further obligations.** This Agreement sets forth the obligations of the PARTIES with respect to the handling and protection of Confidential Information. Nothing in this Agreement nor any disclosure of information hereunder shall be construed as conveying any right or license with respect to any intellectual property or proprietary information, or to be construed to create a joint venture, association, partnership or business relationship of any kind nor obligate any PARTY to enter into such relationship. Nothing in this Agreement shall be deemed to obligate any PARTY to disclose Confidential Information. Any disclosed Confidential Information is proprietary information of the disclosing PARTY and the disclosing PARTY reserves all rights to Confidential Information disclosed hereunder. Each Party agrees to cause its Representatives to observe all obligations set out in this agreement as if such Representatives were party to this agreement, and each Party shall be liable for any failure of its Representatives to do so which shall constitute breach of this Agreement as if such Party had committed such breach itself.
10. **Governing law.** This Agreement shall be governed by the laws of Denmark without regard to the conflict of laws, rules, provisions or statutes of any jurisdiction.
11. **Dispute resolution, arbitration.** Any dispute arising out of or in connection with this Agreement, including any disputes regarding its existence, validity or termination, shall be finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The arbitral tribunal shall be composed by 3 (three) arbitrators. The arbitration proceedings shall be in English and shall take place in Copenhagen, Denmark.

Date: _____

Nilfisk A/S

Name:

Position:

Name:

Position:

Date: _____

[NAME]

Name:

Position:

Name:

Position: