

# Non-Disclosure Agreement (NDA)

THIS AGREEMENT is made on \_\_\_\_\_, 2019 by and between \_\_\_\_\_ (“the Company”), and Norges Bank - the Central Bank of Norway (“Norges Bank”).

1. **Purpose.** The Company and Norges Bank wish to explore a business opportunity of mutual interest related to the tender competition of Trader Turret Phone System (the “Business Opportunity”), and in connection with such exploration, each party may disclose its Confidential Information to the other.

2. **Definition.** “Confidential Information” means any information, technical data, or know-how, including, but not limited to, that which relates to research, product plans, products, services, orders, strategies, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”). Confidential Information shall not include information, technical data or know-how which: (i) was in the possession of, or demonstrably known by, the Receiving Party prior to its receipt from the Disclosing Party; (ii) is in the public domain at the time of disclosure, not as a result of any inaction or action of the Receiving Party; (iii) is approved for release by the Disclosing Party in writing or (iv) is independently developed by the Receiving Party without reliance on or use of the Confidential Information.

3. **Non-Disclosure of Confidential Information.** The Company and Norges Bank each agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except for the evaluation of, to carry out discussions concerning, and the undertaking of, the Business Opportunity. Neither party will disclose any Confidential Information of the other party to third parties except those directors, officers, employees, consultants and agents who (i) are required to have the information in order to carry out the discussions of the contemplated Business Opportunity, (ii) are informed of the confidential nature of the Confidential Information and (iii) agree to be bound by the terms of this Agreement.

Upon request by either party, the other party will have those directors, officers, employees, consultants and agents to whom Confidential Information of the other party is disclosed or who have access to Confidential Information of the other party sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will promptly notify the other party in writing of the names of each such person who has signed such agreements after such agreements are signed.

Each party agrees that it will take all reasonable measures to (i) protect the secrecy of and avoid disclosure or use of Confidential Information of the other party, and (ii) to prevent such Confidential Information from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such information, which measures shall include the highest degree of care that either party utilizes to protect its own Confidential Information of a similar nature. Each party agrees to notify the other party in writing of any misuse or misappropriation of such Confidential Information of the other party which may come to its attention.

4. **Mandatory Disclosure.** In the event that either party or their respective directors, officers, employees, consultants or agents are requested or required by legal process to disclose any of the Confidential Information of the other party, the party required to make such disclosure shall give prompt notice so that the other party may seek a protective order or other appropriate relief. In the event that such protective order is not obtained, the party required to make such disclosure shall disclose only that portion of the Confidential Information which its counsel advises that it is legally required to disclose.

5. **Return of Materials.** Any materials or documents of which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation,

after the Business Opportunity has been rejected or concluded. Each party may however retain one copy for filing and audit purposes provided that this is a requirement according to law or regulation.

6. **No License Granted.** Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trade secret or other intellectual property right nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties.

7. **Term.** The foregoing commitments of either party in this Agreement shall survive any termination of discussions between the parties, and shall continue for a period of two (2) years following the date of this Agreement.

8. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information of either party may not be assigned without the prior written consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the England.

10. **Immunity** Nothing in or relating to this Agreement shall be deemed to be or shall constitute a waiver of any of the privileges and immunities of Norges Bank or the Government of Norway, including, without limitation, its immunities from suit, execution or taxation. The Company acknowledges the Norges Bank's and the Government of Norway's immunity to the fullest extent allowed by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.

**“The Company”**

By:

Name:  
Title:

**“Norges Bank”**

Norges Bank

By:

  
Name: Geir Øivind Nygård  
Title: Chief Investment Officer Asset Strategies



**“Norges Bank”**

Norges Bank

By:

  
Name: Natashia De Silva  
Title: Senior Legal Adviser  
Norges Bank