

CONFIDENTIALITY AND IMPARTIALITY AGREEMENT

This Agreement is dated [], 2014 and is made between:

(1) The Directorate for Emergency Communication, Motorola Solutions Norway AS, Frequentis AG on the one side, here represented by DNK, whose registered office is at Nydalen Allé 37, 0410 Oslo a public body incorporated under the laws of Norway (hereinafter referred to as "DNK");

and

(2) NN, on the other side, whose registered office is at [] a company incorporated under the laws of Norway (hereinafter referred to as the "Company");

DNK and the Company are hereinafter collectively referred to as "the Parties".

WHEREAS:

- (A) The Parties wish to exchange information of a confidential nature¹ in relation to the delivery by the Company of certain benchmarking services in relation to the deliveries to the Norwegian Public Safety System as more particularly described in the Request for Proposal (RFP) to which this Agreement relates (the "Purpose") ; and
- (B) The Parties agree to provide each other with access to Confidential Information for the Purpose. ; and
- (C) The Disclosing Party is the sole legal and beneficial holder of the Confidential Information.
- (D) The Parties wish to evidence by this Agreement the manner in which the Confidential Information will be treated;

NOW, THEREFORE, the Parties have agreed as follows:

- 1. In this Confidentiality and Impartiality Agreement "Confidential Information" means all information, including but not limited to information of the Parties financial models and its assumptions, business concepts, crucial operational information, technical information, divulged by one party or his representatives ("Disclosing Party") to the other party ("Receiving Party") for the Purpose. The information is regarded confidential regardless of whether the information has been furnished in writing, orally, in the form of models etc. and regardless of whether the Receiving Party consciously has been furnished with the information or if the Receiving Party accidentally has been acquainted with it.
- 2. The Company warrants and represents that it is not in any way in competition with DNK, Motorola Solutions Inc (or any subsidiary of Motorola Solutions Inc.) or Frequentis AG.

¹ This does not include exchange of information classified BEGRENSET (RESTRICTED) according to the Norwegian Security Act.

3. The Receiving Party hereby undertakes to:
 - a) hold strictly confidential the Confidential Information, the existence or subject matter of this Confidentiality and Impartiality Agreement or of any of the arrangements or proposed arrangements to which it relates and shall not distribute, disseminate or otherwise disclose such information to any third party, other than those referred to in sub-clause (b) below; and
 - b) limit access to the Confidential Information to those employees, and professional advisors of the party, to whom access to the Confidential Information is considered strictly necessary for the Purpose; and
 - c) inform each employee or advisor to whom Confidential Information is disclosed of the restrictions as to use and disclose any of the Confidential Information divulged under this Confidentiality and Impartiality Agreement and ensure and guarantee that each such employee and advisor shall observe such restrictions; and
 - d) keep a record of all persons that have received Confidential Information available for the other party's inspection at any time; and
 - e) only make copies of the Confidential Information that are necessary for the cooperation, and keep a written record of all copies made; and
 - f) not to use the Confidential Information for any purposes other than the Purpose and not in any other manner exploit in the Recipient's own business the cost model with its assumptions; and
 - g) not to sell, grant or in any other way enable third party to use the Confidential Information.
4. The foregoing obligations of confidentiality and non-use shall apply to all Confidential Information disclosed by the Disclosing Party, and shall be in full force and effect commencing on the date first stated above, except:
 - a) technical and other information that was known to the Receiving Party prior to the date hereof and which was not obtained or derived from the Disclosing Party; or
 - b) information that becomes public or available to the public otherwise than through acts or defaults of the Receiving Party, its employees or advisors; or
 - c) information that DNK or any other governmental body will be obliged to disclose according to the Freedom of Information Act of May 19, 2006 no. 16 and the Public Administration Act of February 10, 1967.
5. For the avoidance of doubt and subject to the terms of any subsequent agreement which may be entered into between the Parties hereto, neither anything contained in this Confidentiality Agreement nor any disclosures made of any Confidential Information referred to in this Agreement shall be construed as:
 - a) an offer or any agreement by the Disclosing Party to grant the Receiving Party any rights in or over any of the Confidential Information referred to herein; or
 - b) an invitation or commitment to enter into any agreement, license or otherwise with the Disclosing Party relating to any rights in or over any part of the Confidential Information disclosed in relation to this Agreement.


6. Each party is responsible for all losses, including but not limited to indirect losses and consequential damages, arising of its breach of the provisions in this Confidentiality Agreement or other failure to keep the Confidential Information confidential.
7. This Confidentiality and Impartiality Agreement terminates when the Parties enter into a partner agreement, which includes a confidentiality clause and an impartiality clause.
8. This Agreement shall be governed by and in accordance with the laws of Norway. Disputes arising in connection with or as a result of this Agreement shall be settled by arbitration in Oslo in accordance with the Norwegian Arbitration Act.


This arbitration clause shall not prevent the parties from seeking temporary relief at the regular courts of law in Norway or other countries.

9. Motorola Solutions Norway AS and / or Frequentis AG shall be entitled to enforce any term of this Agreement as if it were a Party to it to the extent that it has suffered loss or damage as a result of breach of this Agreement by the Company.

IN WITNESS WHEREOF, the Parties have executed this Agreement in two counterparts, one to each of the Parties, as of the date first written above.

The Directorate for Emergency Communication

By: 
.....
Typed Name: Berit Isaksen
Title: Head of Legal Section

By: 
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Typed Name: Tone Eidesen
Title: Legal Advisor

[Company co]

By:
Typed Name:
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