

NON-DISCLOSURE AGREEMENT

By and between

Supplier to Sønderborg Værktøjsfabrik (hereinafter referred to as "Disclosing Party")

and

Sønderborg Værktøjsfabrik A/S
Søndervang 9
6400 Sønderborg
Denmark

(hereinafter referred to as "Receiving Party")

– hereinafter referred to individually as "Party" and jointly as "Parties" -

WHEREAS

The Disclosing Party intends to disclose to the Receiving Party secret information, know-how and items with respect to non-disclosure agreements between the Receiving Party and its customer – hereinafter referred to as "Project" –

NOW, THEREFORE, the Parties agree as follows:

1. The Receiving Party agrees to keep strictly confidential the start of negotiations about the Project and the status of such negotiations.
2. The Receiving Party agrees that it will at all times and notwithstanding any termination, expiration, or cancellation hold in strict confidence and not disclose, directly or indirectly, to any third party any information, know-how or items received by the Disclosing Party, and it will use the information, know-how or items for no purpose other than pursuing or evaluating a business relationship with the Disclosing Party. Furthermore it will try to avoid any disclosure to third parties by best efforts.

The information to be held in strict confidence shall include all commercial information, in particular intentions, experience and knowledge as well as all technical information, data, designs and know-how disclosed by the Disclosing Party hereunder, whether orally or as embodied in tangible materials, including writings, drawings, graphs, charts, photographs, films, recordings, software, computer programs, copyrights, patent applications, prototypes, samples, structures, models, compositions or compounds or the like (hereinafter "Information").

Also affiliated companies of the Parties shall be considered as third party.

3. This obligation of confidentiality shall not apply to Information which
 - a) was rightfully in the Receiving Party's possession without confidentiality obligation prior to receipt from the disclosing party, or
 - b) is already in the public domain or becomes available to the public through no breach by the Receiving Party of this Agreement, or
 - c) has been rightfully received by the Receiving party from a third party without confidentiality obligation, or

- d) is independently developed by the Receiving Party as proven by its written records, or
- e) is required to be disclosed by law or the rules of any governmental organization, whereof the Disclosing Party has to be informed in advance, or
- f) is approved in writing by the Disclosing Party for disclosure.

If the Receiving Party already knows about all or part of Information given by Disclosing Party, the Receiving Party must inform the Disclosing Party immediately.

4. The Receiving Party shall treat the Information with the same confidentiality it reserves for its own information being equally important. The Receiving Party shall ensure that all employees assigned to the completion of the Project as well as any other persons and auxiliary staff incorporated into the Project will observe this Agreement as being binding on itself. The Receiving Party agrees to provide Information to the above mentioned persons and affiliated companies on a need-to-know basis only.

5. The Receiving Party shall refrain from producing any kind of copies or abstracts of the Information other than required for the purposes of this Agreement. All confidential Information disclosed to the Receiving Party pursuant to this Agreement shall either be returned to the Disclosing Party or, upon request of the Disclosing Party, be destroyed by the Receiving Party within two weeks after request. The Receiving Party shall confirm in writing such destruction to the Disclosing Party not later than one week after destruction.

6. The Receiving Party recognizes and agrees that nothing contained in this Agreement shall be construed as granting any property rights, by license or otherwise, to any Information of the Disclosing Party disclosed pursuant to this Agreement, or to any invention or any patent right that has or may be issued, based on the Information. The Receiving Party shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Information, know-how or item of the Disclosing Party, unless specifically authorized by the Disclosing Party.

Publications and publicity referring to the Project or product will only be made with prior written consent of the Disclosing Party.

7. The Information is provided "as is". The Disclosing Party makes no warranty, express or implied, regarding the accuracy or completeness of the proprietary Information. Unless otherwise provided herein, the Disclosing Party shall have no obligation to grant any licenses to use the intellectual property or copyrights regarding the disclosed Information. The nature and extent of the Information to be disclosed shall be at the sole discretion of the Disclosing Party.

8. This Agreement shall be effective as of the date of the last signature as written below (the "Effective Date"). This Agreement shall automatically terminate 5 years after the Effective Date. The secrecy and non-exploitation obligations shall survive for 5 years after termination of the Agreement. If Information had already been passed to the Receiving Party before the Agreement came into effect, the Agreement shall be valid retrospectively from this date onwards.

9. No supplementary oral agreements shall be valid. All amendments to this Agreement shall be made in writing and shall be signed by the Parties. This also applies to an amendment of this requirement.

10. If individual provisions of this agreement should be wholly or in part legally invalid or not feasible or lose their legal validity or feasibility at a later date, this shall not affect the validity of the remaining provisions. The parties commit themselves to replace the ineffective or invalid provisions by new provisions having legal validity and in accordance with the intention of the respective ineffective and invalid provisions.

11. This Agreement shall be subject to and shall be interpreted in accordance with the laws of Denmark, and the Danish courts shall have exclusive jurisdiction to decide any disputes.

Sønderborg,

Sønderborg Værktøjsfabrik

Signature

Helge Rudbeck

Buyer

Place/date

Company "the Disclosing Party"

Signature

Name

Position

Stamp