

## **NON-DISCLOSURE AGREEMENT**

The undersigned parties have agreed to accept the terms and conditions of this non-disclosure agreement as follows:

### **1. Background and purpose**

Oy Teboil Ab (hereinafter "Teboil") a company registered and existing under the laws of Finland has asked for tenders from a selected group of companies relating to Service Quality Monitoring System (hereinafter "SQMS"). The undersigned Party (hereinafter "Tenderer") is one of those companies.

For the purpose of this tender process Teboil and the Tenderer (both together hereinafter "Parties"), their executives and/or employees will be provided with strictly privileged and confidential information about each other's IT-systems and other information which classifies as business secrets of the Parties and are, as such, protected by the Finnish Criminal Code.

Purpose of this non-disclosure agreement is to highlight the privileged and confidential nature of any information given to each other by the Parties in connection with this tender process, and also, to prohibit the Parties from disclosing any privileged and confidential information the Parties may be provided with in relation to this tender process.

### **2. Privileged information**

Information considered as privileged and confidential consists of all information received orally, in writing, in electrical or in any other form which concerns the Parties, Parties' IT-systems, or other information which the Parties consider to be privileged and confidential. Privileged and confidential information consists also of any copies or extracts of documents containing privileged and confidential information or which have been drafted based on these documents.

Privileged and confidential information is not considered to be information which is publicly available.

### **3. Use of Privileged information**

The Parties oblige to handle privileged and confidential information diligently and with utmost carefulness and not to utilize or otherwise use privileged and confidential information for any other purpose than the tender process.

The Parties also oblige to limit the access to privileged and confidential information to only those executives and/or employee's who are, based on their position, needed to have access to privileged and confidential information. The Parties oblige to clarify above-mentioned persons the contents of this agreement and to supervise that all conditions of this agreement are fully conformed.

The Parties confirm that any and all breaches of the terms of this agreement performed by the executives and/or employee's of the Parties are considered as breaches performed by the breaching party itself. Thus, the Parties take full liability of any malfunction or breach of the terms of this agreement performed by the executives and/or employee's of the breaching party.

### **4. Return of material**

The Party is obliged, unless otherwise clearly advised in written form by Teboil, to return to Teboil any material it has received in its possession pursuant to this agreement, irrespective of in what form the information has been provided, along with any copies or duplicates possibly made of this material. Teboil is not obliged to return any material, however, it is obliged handle all confidential information with utmost carefulness.

### **5. Damages**

If the Parties or their executives and/or employees commit a breach of the conditions set forth in this agreement, the breaching party is obliged to fully compensate the other party for all damages caused by the breach regardless of the nature of the damages.

### **6. Applicable law and dispute resolution**

This Agreement is construed in accordance to the laws of Finland.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce.

**7. Period of validity**

Liability to maintain information privileged and confidential as described in this agreement is valid and maintains in force until the information received no longer is considered to be privileged and confidential.

**8. Date and signatures**

This agreement has been drafted in two (2) copies, one for each Party.

\_\_\_\_\_, \_\_. \_\_\_\_\_ 2013

\_\_\_\_\_, \_\_. \_\_\_\_\_ 2013

**Tenderer**

**Oy Teboil Ab**

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