

NON-DISCLOSURE AGREEMENT

1. Parties

- (a) **Bronto Skylift Oy Ab**, a corporation organized and existing under laws of Finland (Business ID: 1016431-6) having its domicile and registered address at Teerivuorenkatu 28, 33300 Tampere, Finland ("**Bronto Skylift**"); and
- (b) **XXX**, a corporation organized and existing under laws of **XXX** (Business ID: **XXX**) having its domicile and registered address at **XXX**, ("**Recipient**").

2. Purpose of the Agreement

Bronto Skylift wishes to make disclosures of Confidential Information (as defined below) to the Recipient for the purpose of **[Add a short description of the purpose of the NDA]** ("**Purpose**").

This Non-Disclosure Agreement ("**Agreement**") sets forth the terms and conditions regarding the Recipient's confidentiality obligations in relation to the Confidential Information.

3. Definition of Confidential Information

"**Confidential Information**" under this Agreement includes any and all financial, technical, commercial or other information (whether written or oral or in whatever other form) that is disclosed or made in any other way available by or on behalf of Bronto Skylift to the Recipient. For the avoidance of doubt, all information generated during or resulting from the Purpose shall be deemed to be Confidential Information of Bronto Skylift.

The term "Confidential Information" does not include information which

- (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Recipient;
- (b) was known to the Recipient prior to disclosure by Bronto Skylift;
- (c) is disclosed to the Recipient by a third party who did not obtain such Confidential Information, directly or indirectly, from Bronto Skylift; or
- (d) was independently developed (by personnel having no access to the Confidential Information) by the Recipient.

4. Non-use and Non-disclosure of Confidential Information

The Recipient shall keep all Confidential Information as strictly confidential and shall not disclose it to any third parties without the prior written permission of Bronto Skylift.

The Recipient shall not use the Confidential Information for any purpose other than the above mentioned Purpose without the prior written permission of Bronto Skylift.

The Recipient agrees to use its best efforts to prevent any disclosure or unauthorised use of the Confidential Information.

All material embodying Confidential Information shall be immediately returned to Bronto Skylift or destroyed upon written request of Bronto Skylift.

5. Duration of the Agreement

This Agreement becomes in force when signed by both Parties and remains in force initially for a period of 5 years. The Agreement shall then automatically renew for one-year terms unless terminated upon 3 months prior written notice.

However, each item of Confidential Information shall continue to be subject to this Agreement for 10 years, at a minimum, from the date of disclosure of such item irrespective of any earlier termination of this Agreement.

6. Applicable Law and Dispute Resolution

This Agreement shall be governed and construed in accordance with the substantive laws of Finland excluding its choice of law provisions.

Disputes arising out of or relating to this Agreement shall be finally settled by arbitration, by one arbitrator, in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration procedures shall be conducted in the city of Tampere, Finland. The language of the arbitration shall be **English**.

IN WITNESS WHEREOF this Agreement has been duly signed and executed by the parties hereto in two original copies on the date written below.

BRONTO SKYLIFT OY AB

[XXX]

Date and place:

Date and place:

By:

By:

Name:

Name:

Title:

Title: