



Norsk Titanium AS

NDA Control No. _____

5/28 /18 1-way Supplier

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("**Agreement**") is entered into and effective as of February 26th, 2020 (the "**Effective Date**") by and between Norsk Titanium AS, having a place of business at Flyplassveien 20, Honefoss 3514, Norway ("**NTi**"), and **Zelda Kudzanai Nyangari**, having a residential address at 15 OVRE TANGSKJÆRVEIEN, each a "**Party**", together the "**Parties**". ÅLESUND 6006.

WHEREAS, NTi as the Disclosing Party contemplates that it may disclose Confidential Information (as defined below) to Company **Zelda Kudzanai Nyangari** for the purpose of :

writing a Masters thesis in collaboration with Norsk Titanium, **Integration of additive manufacturing products into new supply chains** (the "**Thesis**"), whereby **Zelda Kudzanai Nyangari** will be granted access to Confidential Information, as defined below, and only use such Confidential Information for the writing of such Thesis. (the "**Purpose**").

NOW THEREFORE, in consideration of the mutual obligations and promises contained in this Agreement, the Parties agree as follows:

1. For the purposes of this Agreement confidential information shall include all non-public information, whether or not marked as confidential which, given the nature of the information or the circumstances surrounding its disclosure, should be considered as confidential by a reasonable business person and is disclosed or made available directly or indirectly, whether in writing, orally or otherwise by either Party or its Representatives ("**Disclosing Party**") to the other Party or its Representatives (a "**Recipient**") and is disclosed in connection with the Purpose ("**Confidential Information**"). Confidential Information shall include the fact that discussions are taking (or have taken) place concerning the Purpose (including the terms and status of any agreement in respect thereof), the fact that the Confidential Information has been made available or disclosed

to the Recipient, and the existence and contents of this Agreement (together the “**Transaction Information**”).

“**Representatives**” shall mean in the case of a Party and its Affiliates and their affiliated companies (if any) its directors, officers, employees, auditors, legal, financial, and other advisors.

“**Affiliate**” shall mean: for NTi AS, NTi AS and its wholly owned subsidiaries

Terms and lists following words and phrases in this Agreement such as “including” or “includes” shall not be considered exhaustive.

2. In consideration of the disclosure and receipt and use of the Confidential Information and of the other mutual promises and conditions set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Recipient agrees to keep the Confidential Information confidential and otherwise in accordance with this Agreement and in furtherance of the Purpose shall not disclose Confidential Information without the Disclosing Party’s prior written consent, which for the avoidance of doubt shall mean that NTi shall have the right to veto any publication of the Thesis, either in whole or in part, and **Zelda Kudzanai Nyangari** hereby agrees to such right, which, given the valuable nature of the Confidential Information and the irreparable harm unauthorized disclosure may have on NTi, NTi may exercise at its absolute discretion.
3. The obligations set out in paragraph 2 shall also apply to any sample, prototype, article, notes, analysis, compilation or other documentation incorporating, based on, or derived from the Confidential Information, or any part of it, whether or not provided by the Disclosing Party and whether or not made by the Recipient for the Purpose or otherwise.
4. The Recipient shall safeguard Confidential Information using at least the same degree of care the Recipient uses to protect its own Confidential Information, but with no less than reasonable care under the circumstances. The Recipient shall promptly notify the Disclosing Party if it becomes aware of a breach or violation of any provision of this Agreement and take all necessary measures to ensure that the breach or violation ceases immediately and is mitigated to the maximum extent practicable.
5. The Recipient shall not:

- (a) use Confidential Information except in furtherance of the Purpose for the mutual benefit of the Parties and shall not disclose Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
 - (b) use Confidential Information for any other purpose, including, without limitation:
 - i. to design, manufacture, or repair the Disclosing Party's software, products or parts thereof; or to reverse engineer, decompile, or disassemble such software, products or parts; or to compare such software, products or parts to those other than the Disclosing Party's; or
 - ii. to design software, products or parts similar to Disclosing Party's; or
 - iii. to obtain governmental approval to manufacture such software, products or parts; without the Disclosing Party's prior written consent;
 - (c) make or permit to be made any copies of Confidential Information except as strictly required for the Purpose in which case any such copies shall be marked as "*NTi Confidential Information*" (and the Recipient acknowledges that any such copies or reproductions are the property of the Disclosing Party); or
 - (d) use, seek to derive benefit or commercial advantage from the Confidential Information in whole or in part other than strictly for the Purpose.
6. The Recipient shall permit access to Confidential Information only to its Representatives who have a need to know for the Purpose, provided that the Recipient procures that each such Representative is obligated to protect Confidential Information under written terms and conditions at least as restrictive as the terms and conditions of this Agreement and which conditions Recipient hereby agrees to enforce at the request of the Disclosing Party. The Recipient hereby agrees that it shall be fully responsible to the Disclosing Party for the acts and omissions of its Representatives. Disclosure to any other persons shall be treated as disclosure to a third party.
7. The Recipient may disclose Confidential Information as required to comply with any law or regulation or any binding order of any governmental entity, court, regulatory authority (including, without limitation, the rules of any listing authority or stock exchange on which the shares of a part or its affiliates are listed or traded) or other authority of competent jurisdiction and that has jurisdiction over it, provided that the Recipient:



- (a) gives the Disclosing Party sufficient prior written notice of the requirement to disclose and of the Confidential Information required to be disclosed (to the extent that such notice is not prohibited) to allow the Disclosing Party to seek an injunctive or protective order or other appropriate remedy;
- (b) provides any assistance which the Disclosing Party may reasonably require in order to secure such order or such remedy and the Disclosing Party shall reimburse the Recipient expenses reasonably incurred in providing such assistance;
- (c) discloses only that portion of the Confidential Information which is legally required to be disclosed; and
- (d) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

Any action taken by the Disclosing Party to contest the disclosure must not compromise the obligations of Recipient under the obligation to disclose or cause Recipient to be subject to any fine, penalty or prosecution.

8. All Confidential Information disclosed hereunder shall remain the property of the Disclosing Party. Upon completion of the Purpose, or at any time on the Disclosing Party's request (and in any event on expiration or termination of this Agreement), the Recipient shall promptly return or destroy (in the case of destruction, promptly provide a certification of such destruction to the Disclosing Party) all Confidential Information, including, without limitation, any copies or summaries made or derived from Confidential Information, and shall make no further disclosure or use of Confidential Information.

9. Nothing in this Agreement shall require the Recipient to return or destroy any:

- (a) documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by any law or regulation or any binding order of any governmental entity, court, regulatory authority (including, without limitation, the rules of any listing authority or stock exchange on which the shares of a part or its affiliates are listed or traded) or other authority of competent jurisdiction and that has jurisdiction over it. The provisions of this Agreement shall continue to apply to any such documents and materials retained by the Recipient;

- (b) computer back-up copies of any Confidential Information created pursuant to the Recipient's or the Recipient's Representatives' standard electronic backup and archival procedures and are not readily accessible save for Recipient's IT personnel; or
 - (c) copies that contain insignificant extracts from, or references to, Confidential Information or that contain no Confidential Information other than Transaction Information.
10. If the Recipient or its Representatives develop or use a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party information which reasonably establishes that the Disclosing Party's Confidential Information has not been used or disclosed by the Recipient or its Representatives.
11. The obligations under this Agreement as to any disclosed Confidential Information shall continue for a period of five (5) years from the date of expiration or termination of this Agreement (or in the case of trade secrets until such time as the information no longer possesses the quality of a trade secret, whichever is longer).
12. Nothing in this Agreement shall restrict the right of the Recipient to use or disclose information that :
- (a) the parties agree in writing is confidential or maybe disclosed;
 - (b) the Recipient can evidence:
 - i. is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its Representatives in breach of this Agreement);
 - ii. was available to the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party;
 - iii. is received by the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by any confidentiality obligation to the Disclosing Party; or



- iv. can be shown by reference to written documents to have been independently developed by the Recipient by a means other than through its access to any Confidential Information.

Confidential Information shall not be deemed to be within one or more of the foregoing exceptions merely because any part of it is embodied in general disclosures or because individual features, components or combinations are now or become publicly known.

- 13. The Disclosing Party represents and warrants that it has the right and authority to enter into this Agreement and to disclose the Confidential Information to the Recipient. The Disclosing Party makes no representations or warranties concerning disclosed Confidential Information, and hereby disclaims all other representations and warranties, whether express, implied, statutory, or otherwise, including, without limitation, any warranties concerning the fitness for purpose, quality, accuracy, or completeness of the Confidential Information.
- 14. Except for the limited rights expressly granted to the Recipient in this Agreement, nothing herein shall be construed as granting to the Recipient any right or license, express or implied, under any invention, patent, copyright, trademark, trade secret, or other intellectual or industrial property right.
- 15. This Agreement shall expire five (5) years after its effective date; provided, however, that either Party may terminate this Agreement by giving the other Party thirty (30) days prior written notice. The Recipient's obligations for the protection of Confidential Information shall survive any termination or expiration of this Agreement for the period in paragraph 11, above.
- 16. Neither Party may assign or transfer its rights and obligations under this Agreement without the express prior written consent of the other Party (not to be unreasonably withheld), except that either Party, upon prior written notice to the other Party, may assign or transfer this Agreement to a subsidiary or affiliate of the Party provided that such parent, subsidiary or affiliate agrees to be bound by the obligations of this Agreement and further that the assignment shall not relieve the assigning Party from its obligations hereunder.
- 17. The following individuals are designated as the persons to receive Confidential Information from the Disclosing Party:

For **Zelda Kudzanai Nyangari**



Company may change its designated recipient by prior written notice to NTi .

18. Nothing in this Agreement requires the Disclosing Party to disclose any information. Each Party shall bear all of its costs and expenses. Nothing in this Agreement shall be construed as an obligation to enter into a contract or as establishing a teaming, joint venture, partnership, or other business relationship. The Parties are independent contractors.
19. The Parties agree that disclosed Confidential Information is valuable and unique and that any unauthorized disclosure or use will cause immediate and irreparable harm which cannot be adequately compensated in money damages. Therefore, the Parties expressly agree that the Disclosing Party shall be entitled to seek injunctive or other equitable relief, in addition to any other remedies available.
20. Without regard to the duration of its other obligations hereunder, the Recipient shall control access to and use of Confidential Information and the direct product thereof in accordance with all applicable foreign and U.S. export and import laws and regulations, including, without limitation, the U.S. Arms Export Control Act and the International Traffic in Arms Regulations (ITAR), 22 C.F.R. parts 120 - 130 and the U.S. Export Administration Act and the Export Administration Regulations (EAR), 15 C.F.R. parts 730 – 774 ("Export/Import Laws and Regulations").
21. Any provision of this Agreement that is invalid under any applicable statute or rule of law, shall be deemed to be omitted without affecting the continued validity of the remaining provisions.
22. This Agreement shall be governed by the laws of Norway, without regard to its conflicts of law provisions. The applicability of the U.N. Convention for the International Sale of Goods (CISG) is excluded. All proceedings shall be conducted in English and held in the courts of Oslo, Norway.
23. This Agreement constitutes the entire understanding between the Parties and supersedes all previous understandings, agreements, communications, and representations, whether written or oral. This Agreement can only be amended by a written agreement between the Parties. No failure or delay by either Party in exercising any right, obligation, or remedy under this Agreement shall operate as a waiver or modification thereof.



IN WITNESS WHEREOF, the Parties have executed this agreement through their duly authorized representatives.

Zelda Kudzanai Nyangari

NORSK TITANIUM AS

By: Znyangari

By: _____

Name: ZELDA K. NYANGARI

Name: _____

Title: STUDENT

Title: _____

Date: 28/02/2020

Date: _____