

J A R L

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

STANDARD FORM · VERSION 1.1 · OCTOBER 2026

What is said at the table remains at the table.

01 PARTIES

This Mutual Non-Disclosure and Confidentiality Agreement (the "Agreement") is entered into between Forhandlingspartner AS, a limited company incorporated under Norwegian law, organisation number 997 667 344, registered at Brynsveien 5, 0667 Oslo, Norway, operating under the commercial name JARL ("JARL"), and [full legal name of counterparty], registration number [number], registered at [address] or, where the counterparty is an individual, [full name], residing at [address] (the "Counterparty"). Together, the "Parties", and each a "Party".

02 PURPOSE

The Parties may explore or pursue commercial relationships, strategic introductions, market entry, investments, partnerships, advisory assignments and related business activities (the "Purpose"). This Agreement governs confidential information exchanged in connection with the Purpose.

03 CONFIDENTIAL INFORMATION

"Confidential Information" means non-public information disclosed directly or indirectly, in any form, including business strategies, financial and commercial information, proposed transactions, the identities of clients, investors, advisers, intermediaries and contacts, introductions, methodologies, know-how, documents, and the existence, nature or status of discussions between the Parties. Information is confidential if identified as such, or if its nature or the circumstances of disclosure reasonably call for confidential treatment.

04 OBLIGATIONS

Each receiving Party shall (a) keep Confidential Information strictly confidential; (b) use it solely for the Purpose; (c) protect it with reasonable technical and organisational safeguards; (d) restrict access to persons with a legitimate need to know who are bound by equivalent confidentiality obligations; and (e) remain responsible for any breach by its authorised recipients. No other use or disclosure is permitted without prior written consent.

05 CONTACTS AND INTRODUCTIONS

Information about contacts, clients, investors, business relationships and opportunities disclosed for the Purpose is protected as Confidential Information. Neither Party may use such information to circumvent the other in relation to the specific opportunity under discussion. This does not restrict pre-existing relationships, independently developed opportunities, or contacts lawfully obtained without use of Confidential Information. Any broader exclusivity, non-circumvention or fee arrangement requires a separate written agreement.

06 PERMITTED DISCLOSURE

Disclosure is permitted to directors, employees and professional advisers who reasonably need the information for the Purpose and are bound by suitable confidentiality obligations. Disclosure to additional commercial partners or network participants requires the disclosing Party's prior consent, unless an agreed mandate permits it.

07 EXCEPTIONS

The obligations do not apply to information the receiving Party can demonstrate (a) was lawfully known to it without restriction before disclosure; (b) becomes public other than through a breach of this Agreement; (c) is lawfully obtained from an independent source without restriction; or (d) was independently developed without use of Confidential Information. Disclosure required by law or by a binding order of a competent authority is permitted to the extent necessary; where lawful, the disclosing Party shall be given prompt prior notice.

08 NO WARRANTY

Confidential Information is provided as is. Neither Party makes any representation or warranty as to its accuracy or completeness, except as may be set out in a separate definitive agreement.

09 PERSONAL DATA

Where Confidential Information includes personal data, each Party processes such data as an independent controller in accordance with applicable data protection law, including the General Data Protection Regulation (EU) 2016/679 as incorporated into Norwegian law. The Parties shall share only the personal data reasonably necessary for the Purpose.

10 COMMUNICATIONS AND SECURITY

The Parties may agree on communication channels appropriate to the sensitivity of the matter, including encrypted messaging or secure document exchange. No specific platform is required. Ordinary email shall not be assumed to provide end-to-end encryption.

11 OWNERSHIP

All Confidential Information remains the property of the disclosing Party or its lawful owner. No licence, intellectual property right or other proprietary interest is granted, other than the limited right of use for the Purpose.

12 RETURN AND DESTRUCTION

On written request, or when discussions end, the receiving Party shall promptly return or securely destroy Confidential Information where reasonably practicable. Material retained to comply with law, professional obligations or routine back-up procedures remains subject to this Agreement.

13 TERM

This Agreement takes effect when signed by both Parties and also covers information exchanged for the Purpose before signature. The confidentiality obligations continue for five (5) years after the last disclosure. Trade secrets remain protected for as long as they qualify for protection under applicable law. A longer term may be agreed in writing.

14 NO OBLIGATION

Neither Party is obliged to enter into any transaction, accept any assignment or continue discussions. No commercial result is promised or guaranteed.

15 DISCRETION AND PUBLICITY

Neither Party may publicise the relationship or the negotiations, or use the other Party's name or marks, without prior written consent, except where required by law.

16 BREACH AND REMEDIES

A breach may cause serious commercial harm. The affected Party may seek damages, interim relief or any other remedy available under applicable law. No contractual penalty is created by this Agreement.

17 GOVERNING LAW AND JURISDICTION

This Agreement is governed by Norwegian law. Disputes shall be brought before the Norwegian courts, with Oslo District Court (Oslo tingrett) as the agreed court of first instance, to the extent permitted by applicable law.

18 GENERAL

This Agreement constitutes the entire understanding of the Parties concerning confidentiality for the Purpose. Amendments must be in writing. Neither Party may assign this Agreement without the other's prior written consent. If a provision is unenforceable, the remainder remains in effect to the extent permitted by law. Each signatory confirms that they are authorised to sign on behalf of the Party they represent. Electronic signatures and counterparts are permitted to the extent allowed by law.

SIGNATURES

FOR JARL
Forhandlingspartner AS

NAME

TITLE

DATE

SIGNATURE

FOR THE COUNTERPARTY

COMPANY

NAME

TITLE

DATE

SIGNATURE

Standard mutual confidentiality agreement. Specific assignments may require supplementary terms.