

Confidentiality Agreement

Project name: SSR

Members: Erik Mowinckel, Michelle True Sørensen

Part 1. Project definition and ownership:

1. SSR is a modular system architecture that includes hardware and software modules that can independently be changed. The system allows a mobile robot to perform a calibration that finds the number, type, position, orientation, and other relevant information about all distance sensors on the robot with no prior knowledge about them.
2. The project is owned by Erik Mowinckel. Michelle True Sørensen will have the option to opt in, no later than 01-feb-2023, in which case a new contract will be made and replace this one. If choosing not to opt in, Erik will be considered the only member of the project.

Part 2. What is part of the project is and what is it NOT:

The project is the system architecture of SSR and any prototypes or implementations of it. It is NOT specific drivers or hardware used in the project to enable SSR to run.

Examples:

- A mobile robot with an implementation of SSR on it IS part of the project. So is the system architecture and any documentation of the SSR implementation and any previous versions of SSR. Likewise, any software and hardware that is made by the group is part of the project. But the wheels, motors, motor drivers or sensor drivers are NOT part of the project despite SSR utilizing them. Nor are any other systems (Hardware or software) which are not part of SSR like atmospheric analyzers, grabbing arms, sound systems or cameras. These are only there to create a platform for SSR to run on and is not part of SSR.

Part 3. Non-disclosure:

1. Members undertakes to keep all information secret, including knowledge, technology and business ideas concerning the project, which they become aware of via work on the project, in whatever form this information is disclosed.
2. Members are not entitled to utilize the information for anything other than to further the business potential of the project unless a written agreement is made with all the members.
3. Members undertake to limit the disclosure of information to anyone who is not a member to an absolute minimum in relation to what may be deemed necessary for the assessment of the project and justifiable in relation to this agreement. Before receiving the Information in such cases, the outsiders must be instructed on the confidentiality of the Information and the rest of the members

informed of the divulging of the information and the scope of information being shared.

4. The confidentiality obligation under this Agreement is valid from the time the first physical meeting of members took place (29-Aug-2022).

5. If a member leaves the project or is removed from the project, they are still bound by this nondisclosure part of the agreement.

6. Any dispute arising out of this Agreement shall be dealt with by the ordinary Courts of Law in Denmark and in accordance with the laws of the said country.

Part 4. Conflict and disagreement handling and record keeping:

1. For any decision concerning selling the project or adding new members to the project (Including entire outside firms) every member has veto rights to stop such a decision.

2. In case of disagreements that cannot be resolved via normal means any member can call for a vote to decide the disagreement. In such cases the disagreement and the possible solutions must be written down and agreed upon by all members before the vote. In case of a draw, nothing is decided.

3. All votes and members using their rights to call a vote will be recorded and pushed to a git repository to be kept for at least 2 years and will be available to anyone who was part of the meeting, including people who are no longer members.

Part 5. Removal or departure of members:

1. Any member can at any time decide to leave the project. They then inform the rest of the members of this decision in writing. A meeting is then planned and had within a month where any details can be decided and recorded (The same way as described in Part 4, section 3).

2. Members can be forcefully removed if they fulfil 2 of the following conditions:

A - The member stops contributing to the project. This means at minimum the member has not done any meaningful work on the project for the last month.

B - The member has stopped responding to communications. This means at minimum the member has not responded to repeated messages the last 2 weeks.

C - The member has repeatedly been the instigator of conflicts and despite being asked several times to refrain from such behavior have continued. At least 2 of the requests to improve behavior must be in writing with a copy saved and uploaded to a git repository.

Any member can propose that another member is fulfilling 2 of these conditions. A meeting is then planned at least a week from then. At this meeting a vote is taken by every member, except the one accused, on whether they fulfill one of the above conditions. The vote is decided by majority.

If the accused member is present, they then have the right to explain their situation and why they

should not be thrown out.

A vote is then held by all members except the accused on whether the member should be thrown out of the project. This vote must be unanimous to pass.

3. If a member leaves or is thrown out, they forfeit all future rights to the project and the benefit it might provide the remaining members. They are still bound by the non-disclosure part of this agreement.

Part 6: Agreement duration:

This agreement will last until all members vote for it to end or an updated version is made and signed by all members.

The expected reason for ending the agreement is either at the establishment of a company that will take the project further or at the sale or licensing of the project to another company.

Part 7. Member signatures and date of signing (YYYY-MM-DD):

Date: 2022 - 09 - 19

Erik Mowinckel:

Erik Mowinckel

Michelle True Sørensen:

Michelle True Sørensen

All members must get a copy of the signed document. A PDF version of the signed contract will be saved (The same way as described in Part 4, section 3). Erik Mowinckel will keep the original at least until 29-Aug-2024)