



DATA TRANSFER AND NON-DISCLOSURE AGREEMENT

The undersigned, herewith declares:

That NORSVIN R&D, (hereafter called the company) will provide Oskar Lothe (hereafter called OL), BSc. student, Norwegian University of Science and Technology – NTNU, Norway with the following material:

1. Vision data from the Norsvin Delta
2. Initial documentation about data preparation
 - a. OL will use the data and documentation for implementing machine learning and computer vision based algorithms to detect and classify different abnormal behaviours in pig barns.
 - b. OL undertakes, from the date of signature, not to disclose the material, not to apply or to have the data applied in any other form or way than for using it for the research, and to treat the data as confidential. Confidential means all information of which a party reasonably should know and/or understand the confidential nature thereof.
 - c. Contact person for the company is PhD Muhammad Umair Hassan, (+47) 48663587, email address: muhammad.u.hassan@norsvin.no
 - d. This Agreement is governed by the laws of Norway. The Parties hereto shall attempt to settle any dispute arising from or relating to this Agreement in an amicable way. In the event that such attempt should fail, Parties hereto agree to submit such dispute to the competent Court in the district of Hamar County.

§ 1. Confidentiality, conditions of use

- 1.1. OL shall keep confidential and not disclose any data received from the company, unless with the company's prior consent.
- 1.2. Material and which OL receives from the company and any research results obtained using the data may only be used for scientific, research or educational purposes without any right to use them for other purposes including, but not limited to, the right to provide the data to third parties, resell or dispose of data under any other legal basis whatsoever.
- 1.3. OL may use the data in order to conduct scientific research needed to create scientific and educational works. Where this is the case, OL shall make the results of such scientific research available to the company.
- 1.4. The company's prior consent shall be required in order for OL to use the company's name or trademarks in any publication or work or to identify the company as the source of the data, said consent to be in writing to be valid. The company shall decide on whether to grant or refuse its consent after OL has provided a draft of a publication to include the company's name or trademarks.

- 1.5. Under this agreement, OL shall have the right to use the data solely to the extent specified herein. For the avoidance of doubt, the parties agree that nothing in this agreement is intended either to transfer any intellectual property rights to OL, including copyright, patents, or utility models, or to grant any licence in respect of any element of the data.
- 1.6. OL acknowledges that all data it receives hereunder are the sole property of the company. Confidential information or business secrets form the know-how and intellectual value out of which the company develops independent economic value. OL shall not sell, disseminate, disclose, share or provide to other entities any the company-owned confidential information.
- 1.7. The confidentiality obligation shall not apply where OL is required to disclose data by authorised body acting under applicable laws in force. Where this is the case, OL shall immediately notify the company in writing of a disclosure of the data.
- 1.8. OL shall, within seven days from presentation by the company of a written request to do so, delete all records of the data from electronic storage media. OL shall submit to the company a written statement of compliance with said obligation.
- 1.9. Due to the nature of this agreement and the intended use of data, the company provides no guarantee of data quality, or quality of recording system.

§ 2. Copyright

- 2.1. The company's consent shall be required for inclusion of the data in any work as defined in the Copyright and Neighbouring Rights Act
- 2.2. The provisions of § 2.1 shall not prejudice OL right to quotations in scientific and research works, and to create independent works which are inspired by the data but do not contain the data or any part thereof.

By: Oskar
BSc. student, Norwegian University of
Science and Technology – NTNU, Norway
Place: Ålesund
Date: Jan 2025

Sign: *Oskar Løthe*

By: Norsvin SA
Storhamargata 44, 2317 Hamar
hereby represented by
Muhammad Umair Hassan
Researcher, Norsvin SA
Place: Hamar
Date: Jan 2025

Sign: