Confidentiality Agreement

This Confidentiality Agreement is entered into between	
Þór Guðjónsson	_ ("Student")
and TrackMan A/S, Stubbeled 2, DK-2950 Vedbæk, Denmark ("Company") and covers the project	
titled	
02456 Project 4: Velocity estimation from Doppler radar	("Project")
to be performed as a collaboration between the Student and the Company during the period	
29/10-2024 to 15/12-2024 ("Period"). In case the Project is performed by more than one Student,	
each Student shall sign this Confidentiality Agreement, and the below use of the term "Student"	
shall apply for each of those Students.	

The Confidentiality Agreement is entered into as a prerequisite for the Company's disclosure of Confidential Information (as defined below) as required for the purposes of performing the Project.

- For the purposes of this Confidentiality Agreement, all information that relates to the Company, its affiliates, its customers and/or third parties that the Company have business relationships with, including information provided by the Company to the Student during the Project about the Company's business, operations, equipment, production methods and special know-how related to these shall be considered confidential information ("Confidential Information").
- The Student undertakes to maintain the confidentiality of and not to disclose, copy or use the Confidential Information except for the performance of the Project during the Period and for three years after the end of the Period.
 - a. Part of the Confidential Information may be proprietary software ("Software") to which the Company grants the Student access to perform the Project. The Student is entitled to download Software to computers and storage units owned and used only by the Student. The Student is required to delete such Software no later than one week after the end of the Period or the examination following the Project, whichever is later, or immediately upon early termination of the Project.
 - b. Part of the Confidential Information may be proprietary data ("Data") to which the Company grants the Student access to perform the Project. The Company can grant the Student permission to download the Data to computers and storage units owned and used only by the Student. The Student is required to delete such Data no later than one week after the end of the Period or the examination following the Project, whichever is later, or immediately upon early termination of the Project.

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- 3. The Student shall not acquire any rights or license of any kind under any patent, copyright, trademark, trade secret, or other intellectual property right in or to the Confidential Information, either directly or by implication.
- 4. In case the Project is performed by several students, each Student is allowed to share the Confidential Information with the other Students, subject to them having entered into this Confidentiality Agreement. The Student is also allowed to share the Confidential Information with his/her supervisors, who as public servants are under obligations of confidentiality and non-use similar to those stated herein.
- 5. Based on the findings of the Project, the Student will prepare a report ("Report"). The Report is considered to contain Confidential Information, and the Company requires that the Student in collaboration with DTU mark the Report in a manner prohibiting publication for three years after the end of the Period. Any examination following the Project shall be closed for the public, i.e. may only be attended by the Student, the supervisors/examiners and, where relevant, a censor.
- 6. At the Company's request, the Student will forward a draft of the Report including appendices to the Company for its review before the Student hands in the Report to the University.
- 7. The Company may highlight text in the Report containing Confidential Information that the Student shall remove or rewrite. The Company will strive to do this in good faith.
- 8. The obligations of confidentiality and non-use contained in this Confidentiality Agreement do not apply to any part of the Confidential Information which:
 - a. Is already generally available to the public.
 - b. Is already in the Student's possession.
 - c. Is or was independently developed by the Student without the reliance on Confidential Information disclosed under this Confidentiality Agreement.
 - d. Is disclosed to the Student by a third party who did not appear to be in breach of any confidentiality undertaking with the Company.
 - e. Is required to be disclosed pursuant to applicable legislation.
- 9. The Company is entitled to demand a copy of the full Report and to use the results of the Project and Report internally as well as commercially.
- 10. The Confidentiality Agreement is governed by Danish law. Any dispute which may arise between the Company and the Student shall be settled by arbitration arranged by the Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by the Danish Institute of Arbitration in force at the time when such proceedings are commenced.

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Vedbæk, 29 October 2024

Fredrik Tuxen

CTO

Name:

The undersigned Student