

# CONFIDENTIALITY AGREEMENT

## BETWEEN THE PARTIES IN ACCORDANCE WITH THE MAIN AGREEMENT

The Parties are referred to below individually as a "Party" and jointly as the "Parties".

This confidentiality agreement is an appendix to the "Main Agreement".

The Parties have entered into an agreement and, in connection with this, shall exchange information regarding the **Assignment**.

During the term of the Agreement, the Parties shall provide each other with all information that a Party has access to and has the right to disclose concerning the purpose of the Agreement, regardless of whether or not this information is documented. However, a Party's obligation to provide information may be terminated with immediate effect by written notice if the other Party becomes insolvent or materially violates the terms of this Agreement.

The recipient of the information agrees to refrain from disclosing confidential information obtained in accordance with this Agreement for a period of five (5) years from the Agreement's termination date, unless otherwise agreed. For the purposes of this Agreement, confidential information means information that can be considered to be trade secrets under the Swedish Act on the Protection of Trade Secrets (SFS 1990:409) and any other information – of a technical, commercial or other nature – with the exception of:

- a) Information that is publicly known or becomes publicly known by other means than through the information recipient's violation of the terms of this Agreement
- b) Information that the information recipient can be proved to have already been privy to before receiving it from the information provider
- c) Information that a Party has received or will receive from a third party without being bound by confidentiality towards said third party

However, in cases referred to in 3. above, the recipient party shall not have a right to inform third parties that the same information was also provided by the other Party in accordance with this Agreement.

Neither may the information recipient show third parties products, samples, models or other physical objects provided by the information provider which contain or could reveal confidential information.

### **Authorised persons**

The Parties undertake to ensure that confidential information is only provided to persons who need the information in order to fulfil the purposes of this Agreement, and that such persons do not pass confidential information on to unauthorised parties. In this regard, the Parties shall ensure that persons who can be expected to come into contact with confidential information are bound by an obligation to keep this information confidential to the same extent as the Parties to this Agreement.

The information recipient must, on request, be able to provide a list of the persons who have been made privy to confidential information provided by the information provider.

**Use and handling of confidential information**

The information recipient may only use confidential information provided by the information provider. The information recipient must follow the provided regulations regarding the handling of information, and must handle confidential information and data storage media in a satisfactory manner. The information recipient must return all documented know-how provided by the information provider within 30 days after the agreement's termination. In connection with this, the information recipient must certify that the returned material is complete and that no copies have been retained.

**Intellectual property rights, etc.**

The information recipient has no rights to confidential information provided by the information provider beyond what is expressly stated in this Agreement. All intellectual property rights deriving from or related to confidential information are the property of the information provider.

The information provider assumes no responsibility for information provided. This means that the information recipient is responsible for assessing whether information provided

- a. Is correct and complete
- b. Can be used for the intended purpose

The information provider shall do everything possible to ensure that any information provided is correct and complete, and that use of the information does not infringe on third party rights. However, the information provider shall only be liable for damages if the information provider has committed gross negligence.

**Penalty fees**

If a Party violates the terms of this Agreement, said Party shall, on request, pay the other Party a penalty fee or damages.

The payment of a penalty fee does not affect a Party's right to bring prosecution in other ways than by claiming damages as a result of the breach of contract.

**Communications**

Notice of termination or other communications shall be made by courier, registered letter or email to the Parties' addresses as specified in the header, or to the most recently updated addresses.

A communication shall be considered to have reached the recipient

- a. if delivered by courier: on delivery
- b. if sent by registered letter: two days after it has been handed in at a post office
- c. if sent by email: after sending, if receipt has been duly confirmed

Any change of address must be notified to the Parties as stated in this provision.

The division of the Agreement into different sections and the use of headings shall not affect the interpretation of the Agreement.

**Amendments**

Amendments and additions to this Agreement must be set out in writing and signed by both Parties in order to be binding.

**Invalid provisions**

If any provision of this Agreement is found to be wholly or partly invalid, the validity of the Agreement as a whole shall not be affected. Instead, to the extent that such invalidity materially affects a Party's benefit from, or performance under, the Agreement, it shall be reasonably amended.

**Inaction**

A Party's failure to exercise a right under this Agreement or to call attention to a certain fact or circumstance relating to the Agreement shall not imply that the Party abstains from his or her rights in this regard. If a Party wishes to abstain from exercising a certain right or calling attention to a certain fact or circumstance, this must be done in writing in each separate case.

**Governing law**

This Agreement shall be governed by Swedish law.

**Arbitration**

Disputes arising from this agreement shall be finally resolved by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Skellefteå unless otherwise agreed.

This Agreement has been executed in two original copies of which the Parties have taken one each.

This Agreement is signed electronically.