

# MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is made between:

- (1) [Company Name], reg. no. [xxx], a company duly incorporated under the laws of [country], with its principal office at (“[Company Name]”); and
- (2) CodeScene AB, reg. no. 559028-3270, a company duly incorporated under the laws of Sweden, with its principal office at Hyllie Boulevard 34, SE-215 32 Malmö, Sweden (“Company”).

Background:

- (A) The parties are evaluating and negotiating a potential contractual relationship about using the product CodeScene from the Company (the "Project").
- (B) The parties may disclose to each other certain Confidential Information (as defined below) in these evaluations and negotiations.
- (C) The parties agree that the disclosure and use of Confidential Information is to be made on the terms of this Agreement.

The parties agree as follows:

## DEFINITIONS

In this Agreement, the following definitions apply:

"Affiliate" means, at the time of disclosure of any Confidential Information, any legal entity that directly or indirectly controls, is controlled by, or under common control with, a party.

"Agreement" means this Mutual Non-Disclosure Agreement, as amended from time to time under Section 7.

"Confidential Information" means any information disclosed or made available in any form by the Disclosing Party to the Receiving Party under this Agreement, but only if:

- a) such information is disclosed by the Disclosing Party in writing, it is marked as confidential on disclosure;
  - b) such information is disclosed by the Disclosing Party orally, it is identified as confidential on disclosure;
  - c) such information is disclosed in any other manner, it is designated in writing as confidential on disclosure;
- or
- d) the nature of such information otherwise makes it clear that it is confidential,



- e) but excludes information that:
- f) is or becomes publicly available, except by an act or omission of the Receiving Party;
- g) is demonstrably developed at any time by the Receiving Party without use of such information; or
- h) is lawfully obtained at any time by the Receiving Party from a third party without restrictions in its disclosure or use.

"Disclosing Party" means the party that discloses Confidential Information to the Receiving Party under this Agreement.

"Project" means the project defined under (A) in "Background".

"Purpose" means the evaluations and negotiations of a contractual relationship between the parties for the Project.

"Receiving Party" means the party that receives Confidential Information from the Disclosing Party under this Agreement.

## 1 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

1.1 Subject to Section 3, the Receiving Party shall not disclose Confidential Information to any third party.

1.2 The Receiving Party is liable for:

1.2.1 its loss or its unauthorized disclosure of Confidential Information; and

1.2.2 any loss or unauthorized disclosure of Confidential Information by any person that the Receiving Party may disclose and has disclosed Confidential Information to under this Agreement.

1.3 But the Receiving Party is not liable under Section 1.2 if both of the following conditions are fulfilled:

1.3.1 the Receiving Party has used the same degree of care in safeguarding the Confidential Information as it uses for its own similar confidential information, but not less than a reasonable degree of care; and

1.3.2 the Receiving Party notifies the Disclosing Party immediately after it becomes aware of such inadvertent or unauthorized disclosure and takes reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

## 2 USE OF CONFIDENTIAL INFORMATION

2.1 The Receiving Party shall only use the Confidential Information for the Purpose.



- 2.2 The Confidential Information will remain the property of the Disclosing Party, which warrants it has the right to disclose it to the Receiving Party but does not warrant its accuracy, completeness or giving any other type of warranty.
- 2.3 Nothing in this Agreement assigns or transfers the Disclosing Party's intellectual property rights in any Confidential Information to the Receiving Party.
- 2.4 In carrying out its respective obligations under the Agreement, each party shall comply with all applicable laws and regulations, but not limited to any applicable export regulations.

### 3 PERMITTED DISCLOSURE OF CONFIDENTIAL INFORMATION

- 3.1 The Receiving Party may only disclose Confidential Information to its employee, consultant or Affiliate if the disclosure is necessary for the Purpose.
- 3.2 The Receiving Party may disclose Confidential Information to its Affiliate or consultant, and the Affiliate or the consultant is entitled to use the Confidential Information, but only if:
  - 3.2.1 the Affiliate or consultant uses the Confidential Information to the same extent as the Receiving Party may under this Agreement; and
  - 3.2.2 the Receiving Party undertakes that any Affiliate or consultant that receives Confidential Information will comply with this Agreement or with separate confidentiality obligations as restrictive as this Agreement.
- 3.3 Subject to Section 3.2, the Receiving Party may disclose Confidential Information to any other third party, but only if:
  - 3.3.1 the Disclosing Party consents in writing before disclosure; and
  - 3.3.2 the Receiving Party undertakes that any such third party that receives Confidential Information will comply with this Agreement or confidentiality obligations as restrictive as this Agreement.
- 3.4 The Receiving Party may disclose Confidential Information if:
  - 3.4.1 such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement; or
  - 3.4.2 such disclosure is otherwise required by law or the rules of any stock exchange on which the shares or other securities of either party or its Affiliates are listed,but only if (to the extent possible) the Receiving Party has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information on such disclosure.



#### 4 COPYING AND RETURN OF FURNISHED INSTRUMENTS

- 4.1 The Receiving Party may not copy any instruments furnished by the Disclosing Party and containing Confidential Information, unless and to the extent necessary for the Purpose.
- 4.2 Any models, computer programs, documents and other instruments containing Confidential Information remain the Disclosing Party's property. The Receiving Party shall at its own cost return or destroy any such instruments or its copies at the Disclosing Party's request.

#### 5 NON-DISCLOSURE OF NEGOTIATIONS

Subject to Section 3, neither party may disclose to any third party the fact that the parties are evaluating and discussing the Project, unless the other party consents. This undertaking survives the termination of this Agreement.

#### 6 TERMS AND TERMINATION

- 6.1 This Agreement comes into force on the day that both parties duly sign it. But this Agreement applies to any Confidential Information that may have been disclosed before this time in connection with the Purpose.
- 6.2 This Agreement terminates two (2) years after the date both parties signed it or earlier, if it is superseded by stipulations of any future agreement between the parties for the Project or if the parties decide to end the Project. Notwithstanding the above, the rights and obligations set forth in this Agreement which have accrued prior to termination shall survive the termination or earlier expiration of this Agreement for a period of five (5) years.

#### 7 AMENDMENTS

This Agreement may only be amended or modified by written agreement between the parties.

#### 8 GOVERNING LAW AND ARBITRATION

- 8.1 The laws of Sweden (excluding its conflict of laws principles) govern all matters under this Agreement, including non-contractual claims.



- 8.2 All disputes arising out or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce, by three arbitrators appointed in accordance with these Rules. The place of arbitration is Stockholm, Sweden, and the English language used in the proceedings.
- 8.3 Any arbitration award may be enforced by any court or authority having jurisdiction. All arbitral proceedings conducted under this Section shall be kept strictly confidential, and all information or instruments disclosed shall only be used for those proceedings.

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The parties have signed two (2) identical copies of this Agreement and have taken one (1) copy each.

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Place and date

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Place and date

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Name of party

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Name of party

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By:  
Title:

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By:  
Title:

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Place and date

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