

# Confidentiality agreement

This non-disclosure agreement (the "Agreement") has been made between:

**Company name**

**Registration number**

*Below referred to as "Disclosing Party" or "Receiving Party", "Party" or as part of "Parties"*

**Address**

**Country**

**Company name**

**Registration number**

*Below referred to as "Disclosing Party" or "Receiving Party", "Party" or as part of "Parties"*

**Address**

**Country**

## 1. BACKGROUND

### Purpose of the relationship

*Below the "Purpose"*

## 2. DEFINITIONS

"Affiliates" of a Party shall mean any legal entity controlling, controlled by or under common control with such party.

"Control" means the ownership of more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management and policies of a party.

"Representatives" are directors, officers, employees, Affiliates, consultants and advisors of the Parties.

## 2. CONFIDENTIAL INFORMATION

The term "Confidential Information" includes, without limitation

- any information relating to the Disclosing Party's and its Affiliates' business affairs, finances or commercial interests which is disclosed pursuant to this Agreement;
- any technical and other information;
- any rights including trade secrets, copyright, database or design rights protecting Confidential Information;
- the existence and terms of this Agreement and the occurrence of discussions between the parties as well as any proposals relating to the Purpose of this Agreement;
- all information which is derived from any Confidential Information as defined herein;
- whether disclosed directly or indirectly, and regardless of medium or form provided that disclosures would lead a reasonable objective person, under the circumstances, to understand that such information is confidential or proprietary in nature or if the information is marked or otherwise defined as confidential by The Disclosing Party.

## 3. CONFIDENTIALITY UNDERTAKING

The Receiving Party will maintain the Confidential Information in confidence. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. Without limiting the foregoing, The Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information to protect Confidential Information of The Disclosing Party.

The Receiving Party agrees to only use the Confidential Information it received from The Disclosing Party for the Purpose of this Agreement and to only disclose such Confidential Information on a strict need-to-know basis to such of its Representatives who are bound by a confidentiality agreement at least as strict as this one.

The Receiving Party shall be liable for its representatives as it is liable for itself. Receiver acknowledges and agrees that all right, title and interest in and to the Confidential Information shall be retained by The Disclosing Party.

The Receiving Party's obligation of confidence and limitation upon use shall not apply to information that Receiver can demonstrate:

- Is or becomes generally available to the public otherwise than by reason of breach by The Receiving Party or any of its Representatives of the provisions of this Agreement or other fault of The Receiving Party or any of its Representatives;
- was known to The Receiving Party as evidenced by its written records and is at its free disposal
- was generated independently by it or a third party, in circumstances where it has not been derived directly or indirectly from The Disclosing Party, or derived from the use of or reliance upon The Disclosing Party's Confidential Information, as evidenced by The Receiving Party's written records;
- Is subsequently disclosed to The Receiving Party without obligation of confidence by a third party not bound by any obligation of confidentiality with respect to such Confidential Information;
- Is required by law or a valid court order to be disclosed but then only when prompt notice of this requirement has been given to The Disclosing Party so that it may seek appropriate relief to prevent or limit such disclosure, provided always that any disclosure shall be only to the extent so required and shall be subject to prior consultation with The Disclosing Party with a view to agreeing on timing and content of such disclosure and provided that such information shall remain subject to the terms of this Agreement for all other purposes.

#### 4. DISCLOSURE

The Receiving Party shall not copy or duplicate or otherwise replicate any materials containing Confidential Information, except as necessary to accomplish the Purpose of this Agreement.

The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of the The Disclosing Party's Confidential Information or any other breach of this Agreement by The Receiving Party or its Representatives, and will cooperate with The Disclosing Party in every reasonable way to help The Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use. At The Disclosing Party's request, The Receiving Party will use reasonable efforts to enforce the confidentiality obligations of this Agreement against its Representatives during and after the term of their employment or engagement.

#### 5. WAIVER

All Confidential Information provided by The Disclosing Party under this Agreement is provided in good faith "as is" and without any warranty or representation. Neither The Disclosing Party nor any of its Representatives shall have any liability to The Receiving Party, its Representatives, or any other person resulting from or arising out of the furnishing to The Receiving Party or the use made by Receiver or its Representatives of any of The Disclosing Party's Confidential Information.

#### 6. LIABILITY

The parties agree that any breach of this Agreement could cause The Disclosing Party irreparable damage and that monetary damages alone would not be adequate. They also agree that if such breach or threat of breach occurs, The Disclosing Party shall have, in addition to any and all remedies at law and without the posting of a bond or other security, the right to an injunction, specific performance or other equitable relief necessary to prevent or redress the violation of the confidentiality obligations of this Agreement.

#### 7. TERM

The obligations of confidence and limitations upon use of the The Disclosing Party's Confidential Information received hereunder shall apply for the duration of this Agreement and a period of ten (10) years after its expiry or termination.

Upon completion of the Purpose of this Agreement or upon the expiry of this Agreement and in the absence of any further written agreement between the parties, The Receiving Party shall cease all use of The Disclosing Party's Confidential Information. The Receiving Party further agrees that it shall

- return to The Disclosing Party all physical copies of The Disclosing Party's Confidential Information, including reproductions or extracts thereof; and
- destroy any and all (i) electronic copies of The Disclosing Party's Confidential Information and (ii) all notes (including electronic copies thereof) prepared by Receiver or any of its Representatives, in a manner that ensures the same may not be retrieved or undeleted by The Receiving Party or any of its Representatives;
- except that The Receiving Party may retain one copy of The Disclosing Party's Confidential Information as may be required by law or for the sole purpose of determining The Receiving Party's continuing obligations hereunder or as saved in The Receiving Party's internal IT backup system, subject to The Receiving Party's ongoing compliance with the confidentiality and non-use obligations set forth herein regarding such retained Confidential Information.

#### 8. LAW AND DISPUTE

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The arbitral tribunal shall be composed of a sole arbitrator.

The seat of arbitration shall be Stockholm.

The language to be used in the arbitral proceedings shall be English.

This contract shall be governed by the substantive law of Sweden.

*DISCLAIMER (Remove this before use)*