

## NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the “**Agreement**”), effective as of [Date] (the “**Effective Date**”) is made by and between:

- (1) **ARTIFEX SYSTEMS AB**, reg. no. 559517-1009, Klockskogsvägen 9, 294 71 Sölvesborg; and
- (2) [Supplier], reg. no. [number], [address].

The above parties are hereinafter jointly referred to as the “**Parties**” and each individually as a “**Party**”.

### 1 INTRODUCTION

- 1.1 The Parties have entered into discussions relating to a potential [NTD: Insert here a relevant description of the objective of the disclosure and the purpose thereof] (the “**Purpose**”).
- 1.2 The Parties intend to make available to each other certain confidential information for purpose of facilitating the evaluations and discussions between the Parties in respect of the Purpose (the “**Confidential Information**”).
- 1.3 The Parties have agreed to provide each other with such Confidential Information in accordance with the terms and conditions of the Agreement.

### 2 CONFIDENTIAL INFORMATION

- 2.1 “**Confidential Information**” means all non-public information disclosed by or on behalf of one Party (in such capacity, the “**Disclosing Party**”) to the other Party (in such capacity, the “**Receiving Party**”) [before, on or] after the date of this Agreement. This includes, without limitation:
  - 2.1.1 all confidential or proprietary information relating to:
    - (i) the business, technical, financial, statistical and commercial information and data, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and/or
    - (ii) the operations, processes, concepts, service and product information, know-how, technical information, designs, trade secrets or software of the Disclosing Party;
  - 2.1.2 all other information that a reasonable person would understand to be confidential; and/or
  - 2.1.3 all information, findings, data, analysis or results derived from such non-public information.
- 2.2 Information shall not be deemed Confidential Information if:
  - 2.2.1 it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Receiving Party in breach of this Agreement;
  - 2.2.2 it was available to the Receiving Party on a non-confidential basis or otherwise lawfully prior to disclosure by the Disclosing Party; or

- 2.2.3 it was, is, or becomes available to the Receiving Party on a non-confidential basis from a person who is not under any confidentiality obligation in respect of that information.
- 2.3 If the Receiving Party receives any information from the Disclosing Party that it deems not being Confidential Information according to section 2.2 of this Agreement, which the Disclosing Party may reasonably assume to be Confidential Information, the Receiving Party shall:
  - 2.3.1 promptly notify the Disclosing Party in writing of such pre-existing knowledge or access, detailing the specific information involved and providing sufficient evidence to substantiate its claim of prior possession or independent development, such as dated documents, prior patents, or third-party correspondence; and
  - 2.3.2 segregate any such pre-existing or independently developed information from the Confidential Information received from the Disclosing Party to prevent any commingling and to facilitate clear delineation of the Receiving Party's pre-existing rights.

### **3 CONFIDENTIALITY OBLIGATIONS**

- 3.1 In consideration for the Disclosing Party making Confidential Information available to the Receiving Party, the Receiving Party undertakes to the Disclosing Party that it shall:
  - 3.1.1 keep the Confidential Information secret and confidential;
  - 3.1.2 not use or exploit the Confidential Information in any way except for the Purpose;
  - 3.1.3 not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person other than Recipients (as defined below) or as otherwise expressly permitted by and, in accordance with this Agreement;
  - 3.1.4 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose;
  - 3.1.5 not use the Disclosing Party's Confidential Information to further develop, enhance, or otherwise modify any pre-existing or independently developed information; and
  - 3.1.6 apply the same security measures and degree of care to the Confidential Information as the Receiving Party applies to its own confidential information, which the Receiving Party warrants as providing adequate protection from unauthorised disclosure, copying or use.
- 3.2 The Receiving Party may disclose the Confidential Information to its directors, employees or advisers who need to know for the Purpose ("**Recipients**") on the basis that it:
  - 3.2.1 informs those Recipients of the confidential nature of the Confidential Information before it is disclosed;
  - 3.2.2 procures that those Recipients comply with the confidentiality obligations in section 3.1 as if they were the Receiving Party; and
  - 3.2.3 is liable for the actions or omissions of the Recipients in relation to the Confidential Information as if they were the actions or omissions of the Receiving Party.

### **4 MANDATORY DISCLOSURE**

- 4.1 Subject to the provisions of this section 4, the Receiving Party may disclose Confidential Information to the minimum extent required by:
  - 4.1.1 an order of any court of competent jurisdiction or any regulatory, judicial, governmental of competent jurisdiction; or
  - 4.1.2 the rules of any listing authority or stock exchange on which its shares are listed or traded.
- 4.2 Before the Receiving Party discloses any Confidential Information pursuant to section 4.1 it shall, to the extent permitted by law, give the Disclosing Party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with section 4.1.2, the Receiving Party shall take into account the Disclosing Party's reasonable requests in relation to the content of this disclosure.
- 4.3 If the Receiving Party is unable to inform the Disclosing Party before Confidential Information is disclosed pursuant to section 4.1, it shall, to the extent permitted by law, inform the Disclosing Party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

## **5 RESERVATION OF RIGHTS AND NO WARRANTY**

- 5.1 The Disclosing Party reserves all rights in its Confidential Information. The disclosure of Confidential Information by the Disclosing Party to the Receiving Party does not give the Receiving Party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this Agreement.
- 5.2 The Disclosing Party makes no express or implied warranty or representation concerning its Confidential Information including its proposals or recommendations, including but not limited to the accuracy or completeness of and the fitness for any specific purpose of, such Confidential Information including any proposals or recommendations.

## **6 TERM**

- 6.1 This Agreement shall remain in effect between the Parties for [3 (three) years]. The confidentiality obligations and restrictions hereunder will remain in full force and effect: (a) as long as permitted by applicable law for Confidential Information that constitutes a trade secret under applicable law; or (b) for a period of 3 (three) years following the expiry or termination of this Agreement for all other Confidential Information.
- 6.2 The termination of discussions shall not affect any accrued rights or remedies to which either party is entitled.

## **7 RETURN OF CONFIDENTIAL INFORMATION**

- 7.1 If so requested by the Disclosing Party at any time by notice in writing to the Receiving Party, the Receiving Party shall promptly cease use of any Confidential Information supplied to it and return to the Disclosing Party, or destroy (at the Receiving Party's option), any document in its possession or under its reasonable control containing Confidential Information (including copies thereof), and erase all such Confidential Information from any computer system or other device containing it as far as it is practicable, and the Receiving Party shall, upon receipt of written request, confirm to the Disclosing Party in writing as soon as reasonably practical that, to the Receiving

Party's knowledge, information and belief, having made reasonable enquiries, the terms of this undertaking have been complied with and observed.

- 7.2 Nothing in section 7.1 shall require the Receiving Party to return, destroy or erase: (a) any documents and materials containing or based on the Confidential Information that the Receiving Party is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject; or (b) any Confidential Information that is stored on back-up servers for customary disaster recovery purposes. The provisions of this Agreement shall continue to apply to any documents and materials retained by the Receiving Party pursuant to this section 7.2.

## **8 LIQUIDATED DAMAGES**

In case any of the Parties breaches the Agreement, the breaching Party shall be liable to pay the other Party liquidated damages in the amount of [SEK 500,000] for each occurrence of breach and for each calendar month during which such breach has occurred, continued, or been repeated. In the event of a repeated breach, the breaching Party shall incur an additional penalty, increasing the liquidated damages by [20%] for each subsequent breach, compounding with each recurrence to reflect the increased severity and disregard for the Agreement's terms. Should the actual loss caused to the disclosing Party exceed this amount, such Party shall be entitled to damages in respect of such excess amount and/or to take other legal measures.

## **9 CUSTOMER PROTECTION**

[Each Party undertakes, during the term of the Agreement, directly or indirectly, not to persuade any party who is, or was, a client, customer, supplier, agent or other person in a business relationship with the other Party to cease, change, break or not renew any contract or relationship with such Party.] [NTD: Please consider whether this non-solicitation obligation shall be applicable here]

## **10 MICELANEOUS**

- 10.1 This Agreement constitutes the entire agreement of the Parties with respect to the content of the Agreement and supersedes all prior written or oral warranties, undertakings, representations, and agreements between the Parties.
- 10.2 Amendments and supplements to the Agreement are binding only if they are written and signed by both Parties.
- 10.3 A Party's failure to give notice of the other Party's deviation from the terms and conditions of the Agreement shall not entail that the Party is thereby deemed to have waived its rights, nor shall it result in the Agreement being amended by virtue of inaction.

## **11 GOVERNING LAW AND JURISDICTION**

- 11.1 The Agreement shall be governed by the substantive law of Sweden.
- 11.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC"). The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account

the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language of the arbitration shall be English.

- 11.3 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not be disclosed to a third party without the prior consent by the other Party. Exceptions to the foregoing shall only apply to the extent that disclosure may be required of a Party due to mandatory law, an order of a competent court or public authority, or to protect, fulfil or pursue a legitimate legal right or obligation or to enforce or challenge an award.

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The Agreement has been executed in one (1) or multiple copies and signed digitally. Each such signed copy shall be deemed an original and all of which together shall constitute one and the same Agreement, of which each Party shall receive a PDF copy.

[Place, date]

**ARTIFEX SYSTEMS AB**

[Supplier]

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[Authorised signatory]

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[Authorised signatory]