

MUTUAL NON-DISCLOSURE AGREEMENT

This mutual non-disclosure agreement (the “NDA”) takes effect from 2020-10-21 [insert the date this NDA is made OR insert the date information was first shared], and is made between the parties indicated below (each a “Party” and together, the “Parties”), for the following express purpose: [insert an accurate description of why the information is being shared, for which project, etc] (the “Purpose”).

1. DEFINITIONS

- 1.1. “**Authorised Person**” means any director, officer, employee, adviser or agent of a Party or of any company within a Party’s Group, provided (i) that any Authorised Person shall be made aware of the confidential nature of any Confidential Information disclosed to it hereunder and shall be bound by confidentiality obligations no less stringent than those set forth herein, and (ii) that the Authorised Person may not be a representative of any entity conducting business in competition with the Disclosing Party,
- 1.2. “**Company**” means the Party defined as “Company” on the signature page of this NDA.
- 1.3. “**Confidential Information**” or “**CI**” means all financial, business and technical or other data and all other confidential information (whether written, verbal or in electronic form or on magnetic or other media, which is declared or labelled, or should otherwise reasonably be deemed, confidential) concerning the business of a Disclosing Party that a Recipient receives, accesses or learns in the course of any discussions or dealings under this NDA, but excluding any information in accordance with Clause 4.1.
- 1.4. “**Disclosing Party**” means a Party and any Group company that discloses CI.
- 1.5. “**Group**” means for IFS: the signing IFS entity (as indicated below) and any other entity directly or indirectly owned by Industrial and Financial Systems, IFS AB, by more than 50% of the issued share capital; and for Company: the signing entity (as indicated below) and any company in which it owns (directly or indirectly) more than 50% of the issued share capital.
- 1.6. “**IFS**” means the Party defined as “IFS” on the signature page of this NDA.
- 1.7. “**Recipient**” means a Party and any Group company receiving CI.

2. DISCLOSURE

- 2.1. All CI disclosed by a Disclosing Party to a Recipient for the Purpose shall be protected under the terms of this NDA. It is acknowledged that all CI is proprietary and confidential and may embody substantial creative efforts, trade secrets, know-how, technology, ideas and expressions and that any unauthorised disclosure or use thereof could have negative consequences for and cause substantial damage to the Disclosing Party.
- 2.2. Each Recipient acknowledges and accepts that the Disclosing Party: (a) has no obligation to disclose any CI; (b) discloses CI without any warranty of any kind; and (c) has no liability for any direct, indirect or consequential expense, cost, loss or damage arising out of or in connection with the Recipient’s or any Authorised Person’s use of the CI.
- 2.3. Other than contact details, etc necessary for the purpose hereof, no personal data (as defined under any applicable data protection laws and regulations) will be shared hereunder unless and until the Parties have signed a separate agreement governing the protection and processing thereof pursuant to such applicable data protection laws and regulations.

3. OBLIGATIONS

- 3.1. Each Recipient shall use all CI solely for the Purpose and:
 - (a) not disclose it, except to any Authorised Person where strictly necessary to fulfil the Purpose;
 - (b) keep it in a safe and secure place, exercising no lesser security measures and degree of care than those normally applied in its line of business and as applied by it to its own confidential information and use all reasonable measures to prevent unauthorised access, destruction, corruption or loss;
 - (c) not make any copies, summaries or transcripts of it unless this is strictly necessary for the Purpose (all such copies, summaries or transcripts will be deemed to be CI);
 - (d) not export it, or permit it to be exported, in breach of any applicable export regulations;
 - (e) notify the Disclosing Party immediately if it becomes aware that any CI has been disclosed to, or is in the possession of, any unauthorised person;
 - (f) upon written request, promptly deliver to the Disclosing Party all material containing CI (whether it was provided by the Disclosing Party or has been originated, developed, acquired or copied by the Recipient in connection with the disclosure by the Disclosing Party) or destroy it if so directed (including the obligation to take all reasonable steps to expunge any electronic copies thereof from any computers and other devices), with certification by an officer. The Recipient may retain CI as required by law, pursuant to prudent corporate governance practice or which has been captured electronically as part of a periodical back up of its systems; provided that no retention right will apply to any software programs or technical or functional specifications and other appurtenant documentation

provided under this NDA as part of the CI, e.g. for demo purposes, as applicable. This NDA will continue to apply in full also subsequent to the fulfilment by Recipient of the return or destruction obligation as well as to any retained CI; and

- (g) inform its Authorised Persons of the provisions of this NDA and take all steps necessary to procure their compliance with them. All acts or omissions of a Party’s Authorised Persons and Group companies shall be treated as if they were the acts or omissions of the relevant Party itself.

4. EXCEPTIONS

- 4.1. For the purposes hereof “CI” shall not include any information that: (a) is generally, publicly and lawfully available other than by any unauthorised disclosure; (b) is lawfully in the possession of any Recipient before its disclosure under this NDA and had not previously been obtained under an obligation of confidentiality; (c) has been obtained from a third party who is free to disclose it without any confidentiality restrictions of any kind; or (d) is independently developed without access to or use of any CI.
- 4.2. This NDA does not prevent the disclosure of CI that a Party is required to disclose by law or to a regulatory authority, provided that the Recipient shall disclose such CI only to the extent strictly legally required, and shall, prior to such disclosure: (a) give the Disclosing Party reasonable notice to allow the Disclosing Party a reasonable opportunity to seek a protective order or similar; and (b) use reasonable endeavours to obtain written assurance from the applicable judicial or regulatory authority that it will afford the CI a reasonable level of protection.

5. RIGHTS

- 5.1. No Party shall use another Party’s name or marks in any campaign or other public disclosure without that Party’s prior written consent.
- 5.2. The Disclosing Party reserves all rights in its CI and nothing herein shall be deemed as granting to the Recipient or any Authorised Person any express or implied license or rights therein or any intellectual property rights pertaining thereto. A Recipient will not (and will ensure that an Authorised Person does not) apply for or register any intellectual property right for any part of the CI.
- 5.3. No Party will assign, novate, sub-contract or otherwise transfer its rights or obligations hereunder without the prior written consent of the other Party.
- 5.4. During an initial period of two (2) years of the execution of this NDA, the Parties will not, and will cause its Group not to, directly or indirectly solicit, entice away, employ or otherwise retain the services of any employee of the other Party or its Group, who is in any way engaged in, related to or otherwise featuring or targeted with respect to the Purpose, without the prior written permission of such Party.

6. GENERAL TERMS

- 6.1. Any Party may terminate this NDA at any time on 30 days’ written notice to the other Party. The obligations contained in this NDA shall apply to all CI until the later of (i) 10 years from the date of disclosure; or (ii) with respect to any CI that constitutes a trade secret, when such CI no longer qualifies as a trade secret under applicable law. Provided that any CI related to the technologies embodied in any software product of either Party hereto shall remain confidential in perpetuity.
- 6.2. This NDA constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all previous agreements between the Parties relating to the Purpose to the extent of any conflict. The NDA may be amended only in writing signed by both Parties. It is acknowledged that this NDA does not create any joint venture, employment, partnership or agency relationship between the Parties.
- 6.3. The failure of a Party to assert or enforce at any time any provision of this NDA will not constitute a waiver of such provision or the right of such Party to enforce each and every provision at any future time.
- 6.4. This NDA shall be governed pursuant to the substantive laws of [Country], without regard to its rules on conflict of laws. Any dispute under this NDA shall be subject to the non-exclusive jurisdiction of the courts of [Country].
- 6.5. Notwithstanding anything to the contrary provided herein, the Parties acknowledge and agree that monetary damages may not be a sufficient remedy for unauthorised disclosure of any CI and that the Disclosing Party may seek, without waiving any rights or remedies of any kind, such injunctive relief, specific performance or other remedy as may be deemed proper by a court of competent jurisdiction.

Signed by:
 Date, name and job title:
 FOR AND ON BEHALF OF [INSERT NAME OF IFS COMPANY] (“IFS”)
 Company Identification No:
 Registered office address:

Signed by:
 Date, name and job title:
 FOR AND ON BEHALF OF [INSERT NAME OF COMPANY] (“Company”)
 Company Identification No:
 Registered office address:

6.6. This NDA is made solely between and for the benefit of the Parties and each company within the Parties' Groups whose CI is disclosed. Save for the foregoing, this NDA is not intended to be for the benefit of and shall not be enforceable by any other person whether under any applicable law or otherwise. The Parties may terminate or amend this NDA without the consent of any affected Group company.