

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (“NDA”) is made between:

- (1) **[NAME OF DISCLOSING PARTY]**, reg. no. **[REG. NO]**, a company incorporated under the laws of **[COUNTRY]** and having its registered address at **[ADDRESS]** (the “**Disclosing Party**”); and
- (2) **SUNDAHUS I LINKÖPING AB (PUBL)**, reg. no. 556404-1373, a limited liability company incorporated under the laws of Sweden and having its registered address at Teknikringen 10, 583 30 Linköping (“**SundaHus**”).

Disclosing Party and SundaHus are hereinafter each referred to as a “**Party**” and jointly as the “**Parties**”.

1 BACKGROUND

- 1.1 SundaHus provides the service of conducting health and environmental assessments, primarily in relation to products used in construction and real estate business. For this purpose, SundaHus gathers and registers structured product information and documents regarding the products provided by product manufacturers and suppliers (“**Product Data**”).
- 1.2 SundaHus conducts assessments based upon Product Data and applicable guidelines from government agencies, third party certification institutes, etc. (“**Assessments**”). Assessments made by SundaHus are *inter alia* made available to users through the digital platform “SundaHus Material Data”.
- 1.3 The Disclosing Party is interested in collaborating with SundaHus which may involve that the Disclosing Party supplies SundaHus with Confidential Information (as defined below). The Parties have therefore entered into this NDA in order to set forth the terms upon which the Disclosing Party discloses such Confidential Information to SundaHus.

2 DEFINITIONS

In this NDA, the following defined terms and expressions shall have the respective meanings set forth below:

“**Confidential Information**” means any information marked as "confidential" regarding the Disclosing Party’s products, manufacturing methods or processes, save for (i) information which is or becomes known to the general public other than through a breach of this NDA or another undertaking of confidentiality towards the Disclosing Party of which SundaHus is aware or should have been aware having made commercially reasonable inquiries; (ii) information which SundaHus can show was in its lawful possession before receiving such information from the Disclosing Party; (iii) information which SundaHus has received or receives from a third party without any lawful restraints as to the disclosure thereof of which SundaHus is aware or should have been aware having made commercially reasonable inquiries; or (iv) information which SundaHus, or its’ Representatives, is legally obliged to disclose pursuant to law, governmental regulation, rules or by any court of competent jurisdiction or arbitral tribunal, the rules and regulations of any stock exchange or recognised marketplace on which our shares are listed or quoted, or any lawful and compelling enquiry by any governmental, official or regulatory body, provided however that SundaHus first shall, to the extent possible, notify the Disclosing Party in writing before disclosure; and

“**Representatives**” means, with respect to a Party, any general partner, managing member, officer, director, employee, contractor or professional advisor of such Party.

3 CONFIDENTIALITY UNDERTAKING

- 3.1 SundaHus hereby undertakes to keep strictly confidential any Confidential Information disclosed by the Disclosing Party, and SundaHus undertakes to not disclose or make available in whole or in part any Confidential Information to a third party save as expressly permitted in this NDA.
- 3.2 SundaHus commits to only use Confidential Information for the purpose of conducting or updating Assessments. SundaHus may for this purpose freely:
- (a) disclose Confidential Information to SundaHus Representatives, provided that SundaHus informs such Representatives of the confidential nature of the Confidential Information prior to disclosure; and
 - (b) disclose any Assessments derived from Confidential Information, provided that any Confidential Information contained in an Assessment has been made anonymous or otherwise unidentifiable prior to disclosure (e.g. by substitution of generic terminology or similar).
- 3.3 Upon the Disclosing Party's request, SundaHus shall cease using any and all Confidential Information and if so requested by the Disclosing Party, confirm in writing that this obligation has been complied with. The foregoing does not apply to Confidential Information which must be retained or used in order to (i) comply with mandatory applicable law; governmental regulations or rules; or the rules and regulations of any stock exchange or recognised marketplace, or (ii) enable SundaHus to perpetually provide and update published Assessments and inform users of SundaHus of any updated Assessments, provided however that this NDA shall continue to apply to such retained Confidential Information notwithstanding the termination of this NDA.

4 TERM AND TERMINATION

Except as provided for elsewhere in this NDA, the obligations contained herein shall automatically terminate five (5) years from the date of this NDA.

5 MISCELLANEOUS

- 5.1 No Party may assign or pledge this NDA, or any rights, benefits or obligations hereunder, without the prior written consent of the other Party.
- 5.2 This NDA represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.
- 5.3 No variation of this NDA shall be effective unless made in writing and signed by authorised representatives of each Party.

6 GOVERNING LAW, DISPUTE RESOLUTION

- 6.1 This NDA shall be governed by and construed in accordance with the laws of Sweden.
- 6.2 Any dispute, controversy or claim arising out of or relating to this NDA, or the breach, termination or validity thereof, shall be finally settled by the courts of Sweden with Linköping district court as the court of first instance.
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Place:

Place:

Date:

Date:

[NAME OF DISCLOSING PARTY]**SUNDAHUS I LINKÖPING AB (PUBL)**

Signature

Signature

Name in print

Name in print

Signature

Name in print