

## MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement")

THIS AGREEMENT is made as of the signing date, (the "Effective Date") by and between **United Gazelle (Reg. No 559246-0793)** a company incorporated in Sweden and having its registered office at **Stillmangatan 12, 212 25 Malmö**; and

**Name:** \_\_\_\_\_ **Social security number:** \_\_\_\_\_, a privat person incorporated in Sweden. In consideration of the mutual promises exchanged herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the following terms and conditions shall apply when one of the parties (the "Discloser") discloses "Confidential Information" to the other (the "Recipient") in connection with or during the course of their business negotiations and dealings.

1. **DEFINITION OF "CONFIDENTIAL INFORMATION"** As used in this Agreement, the term "Confidential Information" means all information relating to or used in the Discloser's business, including , but not limited to, all data, reports, specifications, formulae, proposals, studies, business plans and analyses, computer source and object code and related technical information and documentation, financial information and projections, personnel information, information about marketing and sales, products or pricing, customers or potential customers, vendors or potential vendors, information systems and other technology used in the Discloser's business, third-party software, and any information supplied to the Discloser by a third-party and marked "confidential" or "proprietary". The foregoing notwithstanding, the term "Confidential Information" does not include and neither party shall have any obligation of confidentiality with respect to information that
  - a) was publicly available at the time it was disclosed to the Recipient or which, through no act or omission of the Recipient, becomes publicly available before the Recipient discloses it to a third party;
  - b) the Recipient already rightfully possessed, without obligation of confidentiality, before the Discloser disclosed it to the Recipient;
  - c) the Recipient rightfully receives without obligation of confidentiality from any unrelated third-party; or
  - d) the Recipient develops independently without reliance upon or use of the Confidential Information.
2. **OBLIGATION OF CONFIDENTIALITY.** The Recipient shall not disclose Confidential Information to any of its officers, directors, employees contractors or agents or to any third-party without the Discloser's written consent, except that the Recipient may disclose such information to such officers, directors, employees, contractors, and agents of the Recipient whose duties justify their need to know such Confidential Information and:
  - a) who have been clearly informed of their obligation to maintain the confidential status of such Confidential Information; and
  - b) in the case of those who are not officers, directors or employees of the Recipient, who have signed a non-disclosure agreement containing restrictions, terms and conditions that are at least as restrictive as those set forth herein.

The foregoing notwithstanding, the Recipient may disclose Confidential information to the extent required by applicable law, regulation, court order, or other legal process, provided the Recipient has given the Discloser prior written notice of such required disclosure and, to the extent reasonably possible, has given the Discloser an opportunity to contest such required disclosure at the Discloser's expense. Unless Discloser instructs otherwise, it is acknowledged that Recipient may disclose Confidential Information on a need to know basis to its affiliates, defined as legal entities that directly, or indirectly, controls, or is controlled by, or is under common control with, such party and where the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, through membership, by contract or otherwise. In addition, any party may disclose Confidential Information through its Affiliates and such Confidential Information shall then be regarded as disclosed by such party. Each party shall remain responsible for the adherence by its affiliates to the terms of this Agreement.
3. **PROTECTION OF CONFIDENTIAL INFORMATION.** The Recipient shall use the same care to prevent disclosure of the Discloser's Confidential Information as the Recipient uses with respect to its own Confidential Information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances.
4. **PERMITTED USE OF CONFIDENTIAL INFORMATION.** The Recipient may only use Confidential Information for the purposes for which it was originally disclosed and only as expressly permitted by the terms and conditions of this Agreement.
5. **RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of the Discloser, the Recipient shall cease using and promptly destroy or return to the Discloser all copies of any Confidential Information then in the Recipient's possession or under the Recipient's control. Upon the written request of the Discloser, the Recipient shall certify in writing that the Recipient has complied with the obligations set forth in this paragraph.
6. **TERM AND CONFIDENTIALITY PERIOD.** The term of this Agreement is two (2) years as of the Effective Date, whereby it shall expire unless the parties agree in writing to extend the term. Confidential Information disclosed pursuant to this Agreement shall continue to be subject to the terms of this Agreement for three (3) years following the expiry or termination date of this Agreement.

7. **OWNERSHIP OF CONFIDENTIAL INFORMATION.** Each party shall retain all right, title and interest in and to its own Confidential Information. Neither this Agreement nor any disclosure of Confidential Information shall be deemed to grant the Recipient any license or other intellectual property right.
  
8. **DISCLAIMERS.** THE DISCLOSER PROVIDES CONFIDENTIAL INFORMATION "AS IS" AND THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, INCLUDING BUT NOT LIMITED TO A WARRANTY AGAINST INFRINGEMENT, ACCURACY OR COMPLETENESS. The Discloser may change or cancel its plans at any time at the Discloser's sole discretion and the Recipient agrees that Discloser shall have no liability resulting from the use of the Discloser's Confidential Information. In the event that the parties do not enter into any contemplated co-operation, the Discloser agrees and acknowledges that nothing in this Agreement shall restrict the Receiver from licensing from third parties, or from developing on its own, subject to the confidentiality obligations hereof, technology that is similar to, and potentially competitive with, any technology that is disclosed under this Agreement.
  
9. **INJUNCTIVE RELIEF.** Each party acknowledges that the Confidential Information of the other constitutes the valuable trade secrets of that party and that any use or disclosure by the Recipient of such Confidential Information in a manner not authorised by this Agreement would cause irreparable harm to the Discloser that could not be fully remedied by monetary damages. Each party therefore agrees that the other party may specifically enforce this Agreement and shall be entitled, in addition to any other remedies available to it at law or in equity, to such injunctive or other equitable relief as may be necessary or appropriate to prevent such unauthorised use or disclosure without the necessity of proving actual or irreparable damage by reason of any such unauthorised use or disclosure.
  
10. **TERMINATION.** Either party may terminate this Agreement by providing two (2) weeks' written notice to the other party. Any provisions of this Agreement which by their nature extend beyond its termination shall survive and remain in effect with respect to disclosures made before the date of termination and shall apply to both parties' successors and assigns.
  
11. **GENERAL.** No amendment to this Agreement shall be binding upon the parties unless it is in writing and executed by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns. This Agreement and all matters relating to this Agreement will be governed by and construed in accordance with the substantive laws of Sweden without regard to or application of choice of law rules principles and the parties agree that any dispute, controversy or claim arising out of or in connection with this Agreement, 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 seat of arbitration shall be Malmoe, Sweden and the language to be used in the arbitral proceedings shall be English. The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter.



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 Peter Arndt  
 CEO  
 United Gazelle AB

Date: 2021-01-01

Signatur: -----

Written name:

Signing Date: 202 - -