

	Doc Date		Non-Disclosure Agreement(NDA)
	Confidentiality class	Public until signed then Internal	
	Doc. Responsible	Henny Norderyd, Legal Gitte Bergknut, IRM	

NON-DISCLOSURE AGREEMENT

<p>Sydkraft AB, 559012-0316, with subsidiaries (the Sydkraft Group) SE-205 09 Malmö, Sweden</p> <p>(henceforth called Sydkraft)</p>	and	<p>Corporate Registration Number (henceforth called the Company)</p>
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have entered into the following Non-Disclosure Agreement on this date.

1. General

1.1 Sydkraft and the Company (henceforth jointly called the Parties) intend to conduct negotiations for or have agreed that the Company will execute assignments for Sydkraft (both situations are referred to below as the "Assignment"). In connection with the Assignment, meaning the negotiations prior to as well as during the execution of the same, the Parties may gain access to information about each other or each other's partners. The information may be such that the Parties are obligated by law or agreement not to disclose it or such that the Parties do not wish it to be disclosed. Consequently, the Parties must always uphold, as a minimum requirement, the regulations pertaining to protection of the information with respect to this Confidentiality Agreement, applicable laws and statutes and applicable standards relating to information security, including ISO/IEC 27001 and CobiT.

2. Confidentiality obligations

2.1 The Parties undertake not to disclose to any third party Confidential Information, which one Party obtained from the other Party or otherwise gains knowledge of in connection with the execution of the Assignment pursuant to the above.

2.2 "Confidential Information" means in this Confidentiality Agreement all information on technical or commercial, operational or civil defense/electrical readiness conditions pertaining to current or future facilities, equipment, services, finances, personnel, etc., including but not limited to information as stated in Item 1.1 above, regardless of whether the information has been documented or not, with the exception of

- a) information, which at the time of transfer, is generally known or enters the public domain in a manner other than by breach by the receiving Party of the contents of this Confidentiality Agreement or any other agreement or confidentiality obligation with the other Party;
- b) information that the receiving Party can prove that it already had knowledge of before it was received in connection with the Assignment according to the above, unless the information is subject to any obligation of secrecy due to another agreement or confidentiality obligations with the other Party;
- c) information that the receiving Party received from a third party who is not or has not been constrained from disclosing such information by law, other agreement or confidentiality obligations, and
- d) information that the receiving Party is obligated to disclose according to law, statutes, court or authority order or other mandatory stipulations, on condition that the other Party is informed of the matter prior to publication and that the publication is restricted as far as possible. On request from the other Party, the Party must present a written confirmation prior to publication from an attorney that the Party is obligated to disclose Confidential Information.

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2.3 Confidential Information also includes the content of the agreement that regulates the Assignment.

2.4 However, in cases referred to under Item 2.2 a) to c) above, the receiving Party is not entitled to disclose for a third party that the same information also has been received in connection with the Assignment pursuant to the above.

3. Particularly sensitive information and access to IT systems, etc.

3.1 The Parties are aware that Confidential Information may be of a highly sensitive nature and consequently may cause significant damage for the counterparty if Confidential Information is in any way disclosed to a third party, and that the counterparty, as stated in Item 1.1, in some cases is also obligated by law or agreement to protect existing information that may cause significant damage, for example, to Sweden.

3.2 In the event the Assignment requires that a Party or its employees gain access to such particularly sensitive information referred to in the preceding item, the Party agrees and accepts that this access must be regulated separately in a specific document prepared between the Parties.

3.3 In the event the Assignment requires that the Company or its employees gain access to Sydkraft's IT systems, the Company agrees and accepts that specific documents that regulate the access and forms for this must be prepared between the Parties and between Sydkraft and the Company's employees.

3.4 The Parties agree that the Assignment cannot be executed in the event such specific adjustments to the Assignment stated in Items 3.2 and 3.3, where applicable, do not occur. Such inadequate conditions for the execution of the Assignment shall not be regarded as an impediment caused by Sydkraft and must not, in any respect, lead to any liability for Sydkraft.

4. Personnel, etc.

4.1 Each Party must restrict the dissemination or disclosure of Confidential Information covered by this Confidentiality Agreement to only those employees of the Party who are required to have access to the information for their work or to fulfill the Party's obligations.

4.2 Each Party undertakes to ensure that its employees do not forward Confidential Information to any third party. In this respect, it is the responsibility of the Party to ensure that those employees who execute the Assignment on behalf of the Party and that may come in contact with Confidential Information should comply with the content of this Confidentiality Agreement and confirm the confidentiality obligation in writing.

4.3 Each Party is responsible for providing its employees, who may be assumed to gain access to Confidential Information, with appropriate information and adequate training pertaining to the Party's obligations pursuant to this Confidentiality Agreement.

4.4 What is stated in items 4.1-4.3 above, relating to employees shall also apply to subcontractors, consultants and other partners engaged by the Party.

5. Use of Confidential Information

5.1 Confidential Information may never be used by the receiving Party for purposes other than executing the Assignment.

6. Specifically pertaining to security and return of information, etc.

6.1 Each Party must have procedures and functions that ensure that all Confidential Information handled by the Party – when stored or in transit – is protected from access by unauthorized persons.

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6.2 Each Party is responsible for ensuring that the receipt of Confidential Information, on request from the other Party, is duly signed and that copying of such information does not occur without the other Party's prior written consent.

6.3 Each Party must, on request from the other Party and, in any event, in connection with the conclusion of the Assignment, return to the other Party all Confidential Information. Furthermore, the Party shall destroy all copies or in other manner duplicated Confidential Information and render the Confidential Information – regardless of the information carrier – unreadable and impossible to recreate.

6.4 Each Party must, on request from the other Party, confirm in writing that all Confidential Information, in the possession of the Party or its employees, subcontractors, consultants, etc., is returned or destroyed.

7. Liability

7.1 The Parties are aware that the Confidential Information may be of a highly sensitive nature and consequently may cause significant damage to the other Party if any part of the Confidential Information is disclosed to a third party.

8. Legal remedy

8.1 Without restricting a Party's other rights or other right to compensation, the Parties concede that damages are not a fully satisfactory means of compensation for violation of this Confidentiality Agreement. Consequently, the Parties, in addition to potential damages, are also entitled to other legal remedies, such as interim relief or precautionary measures, in the event of a threat of a breach of the agreement or an established breach.

9. Headings

9.1 The division of this Confidentiality Agreement into different chapters and the assignment of headings shall not affect the interpretation of the Agreement.

10. Validity

10.1 The Parties are bound by this Confidentiality Agreement from the time of its signature. The Confidentiality Agreement applies until negotiations for the Assignment have been concluded without entering into an agreement or the Assignment has been completed, and (in both events) for five (5) years thereafter. The Confidentiality Agreement cannot be terminated as regards already received Confidential Information.

11. The Company's information obligation, etc.

11.1 Each Party shall immediately inform the other Party of the existence of, or any change in, the conditions that are significant to security and secrecy issues that are regulated in this Confidentiality Agreement.

11.2 Each Party is following a request to the other Party entitled to perform an inspection or review of the other Party's fulfillment of its obligations pursuant to this Confidentiality Agreement.

11.3 In the event a Party gains access to Confidential Information from someone other than the other Party, the Party shall report to the other Party all circumstances that are relevant to the other Party's investigation pertaining to the Party's access and handling of the related relevant Confidential Information.

11.4 Should a Party gain knowledge of, or have reason to suspect, that Confidential Information has been accessed by a third party, the Party shall immediately inform the other Party of this and, in the best possible manner, help restrict the damage that may arise for the other Party.

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12. Invalidity of regulation

12.1 Should any regulation in this Confidentiality Agreement or part thereof prove to be invalid, this shall not signify that the Agreement in its entirety is invalid but, to the extent that the invalidity substantially effects the undertakings or obligations of any Party in the Agreement, reasonable adjustment of the Confidentiality Agreement shall take place.

13. Passivity

13.1 The failure of a Party to exercise any rights pursuant to this Confidentiality Agreement or failure to call attention to a particular circumstance pertaining to this Agreement shall not mean that the Party has forfeited its right in such respects.

13.2 Should a Party choose to refrain from exercising a particular right or call attention to a particular circumstance; such a waiver of rights shall be made in writing for each individual circumstance.

14. Arbitration

14.1 Disputes with respect to this Confidentiality Agreement may not be referred to a general court but shall be settled through arbitration in accordance with applicable law for arbitration proceedings.

14.2 The arbitration proceedings shall take place in Malmö, Sweden. Swedish law shall apply.

14.3 Arbitration initiated due to this arbitration clause is covered by confidentiality. The confidentiality includes all information that arises during the proceedings as well as decisions or arbitral awards due to the proceedings. The information covered by the confidentiality may not, in any form, be forwarded to a third person without the written consent of the other Party.

14.4 However, a Party shall not be prevented from turning to a general court for securing interim relief or precautionary measures.

Two original copies of this Confidentiality Agreement have been prepared and exchanged between the Parties.

Malmö

Place and date

Place and date

For Sydkraft by assignment

SYDKRAFT AB

[COMPANY]

CEO/Authorized signatory

Clarification of signature

Clarification of signature