

Non-Disclosure Agreement

Effective from: 2025-08-12

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This Non-Disclosure Agreement (the "Agreement") governs the handling of confidential information exchanged between the supplier (the "Supplier") and the customer (the "Customer") who are evaluating, purchasing, or using the Supplier's services.

The Supplier and the Customer are jointly referred to as the "Parties".

1. Background

The Parties intend to exchange information in connection with the discussion, quotation, and delivery of the Supplier's services, including but not limited to "Product Package", "Product Package Flex", and "Customized Projects" (the "Purpose"). This Agreement aims to protect the confidential information shared between the Parties.

2. Definition of Confidential Information

"Confidential Information" means all information of a technical, commercial, or other nature, regardless of its form (oral, written, electronic), that one Party (the "Disclosing Party") provides to the other Party (the "Receiving Party") within the scope of the Purpose. This includes, but is not limited to, technical data, drawings, trade secrets, strategies, customer lists, and all input data provided by the Customer to the Supplier.

Information shall not be considered Confidential Information if the Receiving Party can demonstrate that the information:

- a. was publicly known at the time of disclosure;
- b. becomes publicly known through no breach of this Agreement;
- c. was already known to the Receiving Party prior to disclosure;
- d. was independently developed by the Receiving Party without access to the Confidential Information.

3. Confidentiality Obligation

The Receiving Party undertakes to:

- a. treat all Confidential Information with the highest degree of care and take reasonable measures to protect it from unauthorized access or dissemination.
- b. use Confidential Information only for the Purpose and for no other purpose.
- c. not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party.
- d. limit access to Confidential Information internally to employees who have a direct need for the information to fulfill the Purpose and who are bound by a duty of confidentiality.

4. Term

The confidentiality obligations of this Agreement, as set out in section 3, shall apply from the date the Agreement is entered into and for a period of three (3) years after the Purpose has been completed.

5. Return and Deletion of Information

The following section (5.1) applies only for the purchase of "Product Package" (NOT "Product Package Flex").

5.1 Upon written request from the Disclosing Party following the completion of the Purpose, the Receiving Party shall permanently delete all of the Disclosing Party's Confidential Information, including the complete simulation project and all related data, from its systems.

The following section (5.2) applies only to the purchase of "Product Package Flex" and for "Customized Projects".

5.2 Upon written request from the Disclosing Party following the completion of the Purpose, the Receiving Party shall delete the Disclosing Party's Confidential Information from its systems. This undertaking is, however, subject to the following important exception for the Supplier: The Supplier is entitled to retain and further develop the simulation models, methods, and tools created. When doing so, the Supplier undertakes to delete or de-identify the Customer's Confidential Information, with a special focus on permanently removing commercially sensitive input data (e.g., production volumes, costs, cycle times) and direct identifiers (such as company names and addresses).

The Parties understand that the basic structure of the remaining de-identified model (such as machine layout and process flows) may be retained. The Supplier undertakes to continue to treat this remaining structure as confidential in accordance with this Agreement but retains the right to reuse the general principles, techniques, and functions developed in future projects.

6. Applicable Law and Disputes

This Agreement shall be construed in accordance with Swedish law. Any dispute arising in connection with the Agreement shall primarily be settled through negotiation between the Parties. If an agreement cannot be reached, the dispute shall be settled by the public courts, with the District Court of Skövde as the court of first instance.

(This Non-Disclosure Agreement forms an integral part of the Parties' main agreement and is deemed accepted upon the acceptance of said main agreement, whether through confirmation of an online order according to prevailing Terms and Conditions or through the acceptance of a specific project quotation.)