MUTUAL NON-DISCLOSURE AGREEMENT

Updated: May 8th 2024

This agreement (the "Agreement") is made between the following, individually referred to as a Party and collectively as the Parties:

CodeScene AB, a company duly incorporated under the laws of Sweden (Registration number 559028-3270), with its principal office at Hyllie Boulevard 34, SE-215 32 Malmö, Sweden (the "Vendor"),
and
[   ], a company duly incorporated under the laws of [   ], with its principal office at [   ] (the "Company")

1. **Definitions**
   1.1. "Affiliates" means, at the time of disclosure, in relation to a Party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party from time to time. For the foregoing purposes, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Party, whether through the ownership of voting securities or other interests, by contract or otherwise.
   1.2. "Agreement" means this Mutual Non-Disclosure Agreement, as amended from time to time per Section 6.
   1.3. "Confidential Information" means any information disclosed or made available in any form by the Disclosing Party to the Receiving Party under this Agreement, but only if a) such information is disclosed by the Disclosing Party in writing and is marked as confidential on disclosure; or b) such information is disclosed by the Disclosing Party orally and is identified as confidential on disclosure; or c) such information is disclosed in any other manner and is designated in writing as confidential on disclosure; or d) the nature of such information otherwise makes it clear that it is confidential; and excludes information that a) is, or becomes, publicly available, other than through an act or omission of the Receiving Party; or b) is demonstrably developed at any time by the Receiving Party without use of such information; or c) is received at any time from a third-party who lawfully acquired it, and who is under no obligation in relation to the other Party restricting its disclosure or use.
   1.4. "Disclosing Party" means the Party that discloses Confidential Information to the Receiving Party under this Agreement.
   1.5. "Project" means the project as defined in Section 2.1.
   1.6. "Purpose" means the evaluation and negotiation of a contractual relationship between the Parties for the Project.
   1.7. "Receiving Party" means the Party that receives Confidential Information from the Disclosing Party under this Agreement.

2. **Background**
   2.1. The Parties are evaluating and negotiating a potential contractual relationship involving the use of the product CodeScene provided by the Vendor (the "Project").
   2.2. The Parties may disclose to each other certain Confidential Information, as defined below, in the course of such evaluation and negotiation.
   2.3. The Parties agree that the disclosure and use of Confidential Information is to be made on the terms of this Agreement, as described below.

3. **Non-Disclosure of Confidential Information**
   3.1. The Receiving Party shall not disclose Confidential Information to any third party unless, and only to the extent, permitted under this Agreement.
   3.2. The Receiving Party is liable for a) its loss or unauthorized disclosure of Confidential Information; and b) any loss or unauthorized disclosure of Confidential Information by any person that the Receiving Party may disclose, and has disclosed, Confidential Information to under this Agreement; unless both of the following conditions are fulfilled: a) the Receiving Party has used the same degree of care in safeguarding the Confidential Information as it uses for its own similar confidential information, but not less than a reasonable degree of care; and b) the Receiving Party notifies the Disclosing Party immediately after it becomes aware of such inadvertent or unauthorized disclosure and takes reasonable measures to mitigate the effects of such disclosure and to prevent any further disclosure.

4. **Use & Handling of Confidential Information**
   4.1. The Receiving Party shall only use the Confidential Information for the Purpose.
   4.2. The Confidential Information shall remain the property of the Disclosing Party, who warrants it has the right to disclose it to the Receiving Party but does not warrant as to its accuracy or completeness, or give any other type of warranty.
   4.3. Nothing in this Agreement assigns or transfers the Disclosing Party's intellectual property rights in any Confidential Information to the Receiving Party.

4.4. In carrying out their respective obligations under the Agreement, each Party shall comply with all applicable laws and regulations, including, but not limited to, any applicable export regulations.

4.5. The Receiving Party may not copy any instruments furnished by the Disclosing Party containing Confidential Information, unless and to the extent necessary for the Purpose.

4.6. Any models, computer programs, documents and other instruments containing Confidential Information remain the property of the Disclosing Party. The Receiving Party shall at its own cost return or destroy any such instruments, or their copies, at the Disclosing Party's request.

5. Permitted Disclosure

5.1. The Receiving Party may only disclose Confidential Information to its employees, consultants or Affiliates if such disclosure is necessary for the Purpose.

5.2. The Receiving Party may disclose Confidential Information to its Affiliates or consultants, and such Affiliates or the consultants are entitled to use the Confidential Information, but only if a) the Affiliate or consultant only uses the Confidential Information to the same extent as the Receiving Party may under this Agreement; and b) the Receiving Party undertakes that any Affiliate or consultant receiving Confidential Information shall comply with this Agreement, or with confidentiality obligations at least as restrictive as this Agreement.

5.3. Subject to Section 4, the Receiving Party may disclose Confidential Information to any other third party, but only if a) the Disclosing Party consents in writing before disclosure; and b) the Receiving Party undertakes that any such third party receiving Confidential Information shall comply with this Agreement, or with confidentiality obligations at least as restrictive as this Agreement.

5.4. The Receiving Party may disclose Confidential Information if a) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement; or b) such disclosure is otherwise required by law or the rules of any stock exchange on which the shares or other securities of either party or its Affiliates are listed; but only if (to the extent possible) the Receiving Party has first given prior written notice to the Disclosing Party and made reasonable efforts to protect the Confidential Information thus disclosed.

5.5. Subject to Section 4, neither Party may disclose to any third party the fact that the Parties are evaluating the Project, unless the other Party consents. This undertaking survives the termination of this Agreement.

6. Term, Amendments & Governing Law

6.1. This Agreement enters into force on the day that both Parties have duly signed it (the "Effective Date"). The terms of this Agreement apply to any Confidential Information that may have been disclosed before this time in connection with the Purpose.

6.2. This Agreement terminates two (2) years after the Effective Date, or earlier, if it is superseded by stipulations of any future agreement between the Parties for the Project, or if the Parties decide to end the Project. Notwithstanding the above, the rights and obligations set forth in this Agreement which have accrued prior to termination shall survive the termination or earlier expiration of this Agreement for a period of five (5) years.

6.3. This Agreement may only be amended or modified by written agreement between the Parties.

6.4. This Agreement and any non-contractual claims shall be governed by, and construed in accordance with, the laws of Sweden, with the exclusion of its conflict of laws rules.

6.5. Any contractual or non-contractual dispute, controversy or claim arising out of, or in connection with, this Agreement shall be settled exclusively by Swedish courts, with Malmö District Court (Malmö tingsrätt) as the court of first instance.

The Vendor		The Company	
Date:		**Date:**	
Place:		**Place:**	
Name:		**Name:**	
Title:		**Title:**	
Signature:		Signature:	

CodeScene