

UNILATERAL NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (this "Agreement") is entered into by and between [*], [*], with its corporate registration number: [*] (the "Discloser") and [*], [*] with its corporate registration number: [*] (the "Recipient").

The Discloser and the Recipient are jointly referred to as the "Parties" and one of the Parties are referred to as a "Party" herein.

WHEREAS, subject to the terms and conditions of this Agreement, the Discloser is willing to disclose certain Confidential Information (as defined below) to the Recipient, as may be needed, within the context of the discussions in relation to the following purpose (the "Purpose"): [*].

1 Scope of Agreement

1.1 "Confidential Information" shall mean information of a confidential or proprietary nature, whether or not specifically labelled or identified as "confidential," in any form or medium, disclosed under this Agreement by the Discloser to the Recipient.

Notwithstanding the generality of the foregoing, Confidential Information shall not include information which (a) was in the public domain at the time it was received; (b) becomes generally known to the public through disclosure by a source, other than the Recipient, having the lawful right to disclose the information; (c) the Recipient can demonstrate was known to it, through prior lawful disclosure, before the information was received from the Discloser; (d) is disclosed to the Recipient, without restriction, by a third party having the lawful right to disclose the information; or (e) the Recipient can demonstrate was independently developed without use of Confidential Information of the Discloser.

1.2 The Recipient shall not use the Confidential Information for any purpose other than the Purpose without the prior written consent of the Discloser.

1.3 The Recipient shall keep the Confidential Information confidential and shall not reveal it or make it available to any third party without the prior written consent of the Discloser.

1.4 The Recipient may disclose the Confidential Information only to those of its employees, officers or directors who need to know such information for the Purpose.

In addition, prior to any disclosure of such Confidential Information to any such employee, officer or director, such employee, officer or director shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement.

In any event, the Recipient shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees, officers or directors.

- 1.5 The Recipient shall use the same degree of care to avoid disclosure of the Confidential Information as the Recipient employs with respect to its own Confidential Information of like importance, but not less than a reasonable degree of care.
- 1.6 The Recipient may disclose the Confidential Information as required by law or court order provided that prior to such disclosure, to the extent possible under relevant legislation, the Recipient shall give the Discloser prior written notice and provide the Discloser with a possibility to challenge such disclosure.
- 1.7 Upon the request of the Discloser, the Recipient shall promptly return or delete any Confidential Information received under this Agreement.

2 Term

- 2.1 This Agreement shall enter into effect at the date of signatures by both Parties ("**Effective Date**").
- 2.2 This Agreement shall, unless renewed by mutual consent in writing, cease to be in effect after a period of [*] from the Effective Date.

Notwithstanding the above, the obligations of confidentiality under Section 1 of this Agreement shall survive the termination or expiration of this Agreement [*].

3 Governing Law

- 3.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden without reference to or application of any conflict of laws principles.
- 3.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be settled exclusively by a court of general jurisdiction in Sweden.

4 General Provisions

- 4.1 The Recipient shall not be entitled to assign or transfer its rights or obligations under this Agreement without the express written consent of the Discloser.
- 4.2 If any term or provision of this Agreement is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force.
- 4.3 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- 4.4 Except as expressly set forth herein, no amendment to this Agreement shall be effective unless it is in writing, dated subsequent hereto, refers explicitly to this Agreement and is signed on behalf of the Recipient and the Discloser by their duly authorized representatives.
- 4.5 No waiver of any provision of this Agreement shall be effective unless in writing signed on behalf of the Party against whom the waiver is asserted. No waiver shall be implied from a Party's conduct or failure to enforce its rights under this Agreement.
- 4.6 The Parties are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the Parties. Neither Party has the ability to bind the other or to incur any obligation on its behalf.
- 4.7 This Agreement represents the entire agreement between the Parties, and supersedes all prior and contemporaneous, written and oral representations, agreements and negotiations.

Signature Page

Date:	Date:
On behalf of [*]	On behalf of [*]
Signature:	Signature:
Name, Title: [*]	Name, Title: [*]