
NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred to as “the Agreement”) is made and entered into between:

SCANIA CV AB (publ), registered in Sweden under company registration number 556084-0976, S-151 87 Södertälje, Sweden (hereinafter referred to as “Scania”)

and

[Add name of supplier] registered in **[Add the country in which the supplier is situated]** under company registration number **[Add the company registration number of the supplier and address]**

Scania and **[add name of supplier]** are each hereinafter also referred to as the “Party or collectively, as the “Parties”.

Both Parties agree that Confidential Information (as defined below) is received in confidence and only for the **Project/Product [choose alternative]** as it is defined herein.

Confidential Information is defined as meaning any information relating to **[Add a description of the project to be performed or add a description of the product and the purpose for which the information is received]** (hereinafter the “Project”/“Product” **[choose alternative, based on the initial choice made above]** which;

- a) is disclosed in oral, written, graphic, sample and/or any other form and marked as confidential or otherwise designated as such; or
- b) is disclosed orally, reduced to writing and so marked within thirty (30) days as from disclosure, or under the circumstances a person exercising reasonable business judgement would understand to be confidential or proprietary.

Without prejudice to any other provisions of this Agreement, no information received by any Party from the other shall be defined as Confidential Information if the receiving Party demonstrates;

- i) at the date of this Agreement or of disclosure it was already in the public domain, provided that it had not been made available there in breach of these confidentiality undertakings; or
- ii) it had been received lawfully from a third party not bound by a non-disclosure agreement with the disclosing Party and without confidentiality limitations; or
- iii) it was known to the receiving Party prior to such disclosure; or
- iv) it had been independently developed in good faith by the receiving Party or its employees, provided though that they did not have prior access to the information.

In accordance with the above, it is hereby agreed;

- a) that the receiving Party shall not divulge Confidential Information to any third party without the prior written consent of the disclosing Party. However, the receiving Party may disclose Confidential Information to any legal entity which directly or indirectly is wholly owned or controlled by any of the Parties (hereinafter referred to as “Affiliate”), which shall be entitled to use or disclose Confidential Information, but only to the same

extent the receiving Party is entitled to do so under this Agreement. The receiving Party hereby warrants that any Affiliate to which Confidential Information is disclosed will be bound and will abide the terms of this Agreement. Furthermore, Scania may disclose Confidential Information to Volkswagen AG and any legal entity which is directly or indirectly controlled by Volkswagen AG. Scania hereby warrants that any legal entity to which Confidential Information is disclosed shall only be entitled to disclose Confidential Information to the same extent Scania is entitled to do so under this Agreement; and

b) that the Parties shall restrict dissemination of Confidential Information to only those employees and consultants who must be involved in evaluation of the **Project/Product [choose alternative, based on initial choice made above]**; and

c) that the receiving Party shall otherwise observe the same degree of care for Confidential Information as for its own information of similar nature (including but not limited to taking all measures reasonably required to safeguard the Confidential Information and prevent unauthorized dissemination of the same); and

d) that both Parties shall expressly advise their employees and consultants concerned of such confidentiality contents so as to ensure that their obligations under this Agreement are fulfilled; and

e) that the receiving Party shall, at the disclosing Party's request, promptly return or destroy all tangible, electronically and other embodiments of Confidential Information and certify to the disclosing Party that this obligations has been fulfilled. This shall not apply i) to routinely made back-up copies of electronically exchanged Confidential Information that is not accessible by the Parties in the ordinary course of business or ii) if the receiving Party is required to retain such Confidential Information by law. In case back-up copies of electronically exchanged Confidential Information is restored, such Confidential Information shall be destroyed by the receiving Party.

Notwithstanding any of the above, the receiving Party may divulge Confidential Information if so required by law or in response to court orders or injunctions, provided though that the disclosing Party is informed in such time so as to allow for a reasonable opportunity to take protective action and also that the receiving Party has made every reasonable effort to obtain a protective order requiring that the disclosed Confidential Information be used only for the purposes of an order or injunction.

This Agreement does not create any right or license either expressed or implied for the receiving party to use Confidential Information for any purpose outside of this Agreement.

This Agreement shall become effective upon the date of signing by both Parties. The provisions of this Agreement shall however apply retroactively to any Confidential Information which may have been disclosed in connection with discussions and negotiations regarding the **Project/Product [choose alternative, based on the initial choice made above]** prior to the effective date.

This Agreement shall remain in force for five (5) years from the effective date, unless and to the extent this Agreement is superseded by stipulations of any future agreement between the Parties in respect of the **Project/Product [choose alternative, based on the initial choice made above]**.

The Parties shall process personal data in accordance with applicable data protection legislation. Thus, Scania will process personal data about representatives of its business

partners in accordance with GDPR, in order to be able to communicate, market and enter into and administer agreements. More detailed information can be found in Scania's Privacy Statement.

Unless otherwise agreed, the Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with the 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 arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause and all information arising therefrom will be kept strictly confidential. Notwithstanding the foregoing, a Party shall not be prevented from disclosing such information in order to safeguard its rights in connection with the dispute, or if obliged to do so by law or pursuant to any order of court or other competent authority or tribunal or required by any applicable stock exchange regulations.

This Agreement has been signed by the Parties in two (2) identical copies of which the Parties have taken one (1) each.

Place and date: _____

Place and date: _____

Scania CV AB (publ)
Purchasing

[Add name of supplier]

Signature

Signature

Clarification of signature

Clarification of signature

Title

Title