

NON-DISCLOSURE, CONFIDENTIALITY, TRADE SECRETS AND NON-CIRCUMVENTION AGREEMENT

THIS AGREEMENT (the "Agreement") is entered this 18th day of April, 2020, by and between _____, and TradeCentre Sweden AB, to protect and safeguard the trade secrets and proprietary product development information of the respective parties and to provide for non-circumvention, all the same being designed to safeguard, and not disturb, the continuing operations of the respective parties.

NOW, THEREFORE, in consideration of the mutual exchange of promises and reliance thereon, IT IS MUTUALLY AGREED, BY THE UNDERSIGNED AS FOLLOWS:

I. Trade Secrets and Other Confidential Information

The parties may disclose to each other information which is proprietary or confidential which may be business confidences, trade secrets or intellectual property and includes, but is not limited to, information, records and data such as strategic and business development plans, product designs, materials, strategic business partnerships, distribution methods, sources of manufacturing, network development opportunities, methods of financing, partners and interested parties, technical graphs and maps, marketing, software developments, system pricing, sales information and financial information ("Confidential and Proprietary Information") and all such information so provided or made accessible shall be considered confidential or of a trade secret nature protected by this Agreement and as otherwise provided by law. Confidential and Proprietary Information shall be identified at the time of disclosure or promptly thereafter as confidential with an appropriate legend marking with a stamp or marking to the effect, "Confidential and Proprietary Information." The obligation for protection hereunder shall attach as of the time of such identification of the Confidential and Proprietary Information.

II. Non-Disclosure

- a. Any information that the other party shall allow to be disclosed must be the subject of a specific request for permission to make such release and authorization to disclose in writing.
- b. The obligations with respect to Confidential and Proprietary Information shall extend for a period of two (2) years following the date of an initial disclosure of the Confidential and Proprietary Information. This provision shall survive the agreement in accordance with its terms, following any expiration or termination of this Agreement for any reason.
- c. Neither the disclosure of Confidential and Proprietary Information nor this Agreement shall be construed as a license to make, use, exploit, divulge or sell the Confidential and Proprietary Information or systems derived from the Confidential and Proprietary Information, or as an obligation of either party to enter into any further agreement or negotiation with the other.
- d. The forgoing obligations shall not apply, however, to any part of the Confidential and Proprietary Information which:
 1. was already in the public domain or which becomes so through no fault of the Receiving Party;
 2. was already known to the Receiving Party prior to receipt hereof;
 3. was disclosed to the Receiving Party prior to receipt hereof;
 4. is explicitly approved for release by written authorization of the Disclosing Party;

5. is required to be disclosed by law or pursuant to a judicial order, or as may be necessary to be disclosed to such Receiving Party's auditors, accountants, attorneys, insurance brokers or consultants subject to execution and delivery of a non-disclosure acknowledgement required by paragraph II. g. below.
- e. Confidential and Proprietary Information acquired by either party from the other shall be and shall remain the exclusive property of the Disclosing Party.
- f. Access to the other party's Confidential and Proprietary Information shall be limited to independent contractors and agents who have a need to know such Confidential and Proprietary Information for the discussions and negotiations between the parties. Agents and independent contractors shall acknowledge and sign this agreement prior to such disclosure. No other disclosures shall be permitted without the prior written approval of the Disclosing Party.
- g. Confidential and Proprietary Information shall be used only for purposes of work, planning or analysis related to the matters of mutual interest arising in the course of discussions of the parties and for such other purposes and only upon such terms as may be agreed upon between the parties in writing.
- h. The party receiving and using the Disclosing Party's Confidential and Proprietary Information shall return promptly to the Disclosing Party any copies of Confidential and Proprietary Information in written or other tangible form at the request of Disclosing Party. The Receiving Party may, however, retain one copy of the Disclosing Party's Confidential and Proprietary Information for archival purposes only. Furthermore, copies may be kept for 12 months and must be destroyed upon such expiration of time, unless otherwise approved in writing by the disclosing party.

III. Miscellaneous

- a. Violation of any of the provisions of the Agreement may cause irreparable harm and injury to the non-violating party and that party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the violating party from doing, or continuing to do, any such act, and any violations or threatened violations of the Agreement.
- b. This Agreement shall not be assignable or transferable by either party. Furthermore, this Agreement may not be amended except by a written agreement executed by both parties.
- c. This Agreement shall remain in full force and effect for a period of two (2) years as set out in paragraph three and shall be binding on subsidiaries, representatives, agents and successors.
- d. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.
- e. This Agreement is valid on all transactions between the parties herein and shall be governed by the Swedish law. In the event of dispute, the arbitration laws of Sweden will apply.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorize representatives.

TradeCentre Sweden AB

By: _____

By: _____

Print Name: _____

Print Name: Christer Öhman

Its: _____

Its: CoFounder

Date: _____

Date: 20200418

