

CONFIDENTIALITY UNDERTAKING

The undersigned enterprise ("Contractor") agrees and undertakes towards Ringhals AB as follows.

1. GENERAL

Contractor undertakes to abide by and comply with the provisions of this Confidentiality Undertaking and Ringhals Secrecy Regulations attached hereto, regarding Confidential Information (as defined below) provided to or obtained by Contractor in connection with assignments for Ringhals AB.

2. CONFIDENTIAL INFORMATION

Confidential Information shall mean

- (a) information which is designated by Ringhals as secret, confidential or equivalent by means of a stamp, inscription or printed notice or by other means
- (b) information provided by Ringhals but of other origin as appears from it,
- (c) information which obviously is not generally known or the confidential nature of which Contractor should have realized,
- (d) information obtained from third parties by arrangement with Ringhals.

Confidential Information shall not comprise information

- (a) which is generally known other than by breach of this Confidentiality Undertaking,
- (b) which is shown by Contractor to have been received from a third party with the right to disclose same,
- (c) which is shown by Contractor to have been in its possession prior to receipt from Ringhals, with the right to freely dispose of same.

Confidential Information shall comprise information in any form or medium, including without limitation oral and written information and information in machine readable form only.

Confidential Information shall further comprise all information in any form or medium which is generated or developed by Contractor on the basis of Confidential Information obtained by it.

3. USE OF CONFIDENTIAL INFORMATION

Contractor agrees and undertakes to maintain Confidential Information in the strictest secrecy and confidence and not communicate or divulge it to any third party.

Contractor further agrees and undertakes to utilize Confidential Information for the sole purpose of completing the assignment for which it was furnished, and may thus not use same on its own behalf or that of any third party without the prior consent in writing by Ringhals in each specific instance.

4. SAGEGUARDING PROCEDURES

Contractor shall restrict disclosure of Confidential Information to those of its employees who are signatories to this Confidentiality Undertaking. Before disclosure of Confidential Information to any individual, Contractor shall cause such individual to sign this Confidentiality Undertaking and to abide by the provisions hereof.

Copies may not be made of Confidential Information without the prior consent in writing by Ringhals in each specific instance.

Documents containing Confidential Information may not be removed from the relevant worksite during the assignment, and shall be kept in safe custody and in compliance with local safety regulations. Ringhals's safety inspector/safety department shall be contacted whenever necessary.

Documents containing Confidential Information shall always remain the property of Ringhals and shall promptly be returned to it upon request.

5. INSTRUCTION

Employees of Contractor to whom Confidential Information is to be disclosed shall have the necessary knowledge of or be instructed in:

- (a) the Act on Protection of Trade Secrets
- (b) Ringhals's Regulations on Confidentiality
- (c) the kind of information which typically constitutes Confidential Information
- (d) contact persons for various matters

6. INSPECTION AND REPORTING

Ringhals is entitled, after prior notice, to visit the premises of Contractor for purposes of verifying compliance with all relevant laws and this Confidentiality Undertaking.

Whenever Contractor has reason to believe or suspects that Confidential Information has been disclosed to unauthorized recipients, Ringhals shall be promptly advised hereof.

Contractor without delay shall advise Ringhals if the ownership in Contractor undergoes any change which may have confidentiality implications.

7. GOVERNING LAW

This Confidentiality Undertaking shall be governed by and be construed in accordance with the laws of Sweden.

8. JURISDICTION

Contractor and the other signatories to this Confidentiality Undertaking hereby irrevocably submit to the jurisdiction of Swedish courts of law in all matters regulated by or incidental to this Confidentiality Undertaking.

_____, _____ 199_

For Contractor:

Authorized signatory

Each of the undersigned employees of Contractor hereby undertakes to comply with the provisions of this Confidentiality Undertaking with respect to any Confidential Information obtained by me.

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