

## **Confidentiality undertaking In respect of access to confidential information FAS Converting Machinery AB**

The following person is to be given access to confidential information by FAS Converting Machinery AB (FAS).

Name: \_\_\_\_\_ ( the "Signatory")

Company: \_\_\_\_\_

### **Background**

The signatory is given access to confidential information in connection with the company to provide quotes for parts, deliver parts or visiting FAS facilities. Undertecknaren kommer att få tillgång till konfidentiell information i samband med att företaget skall lämna offerter på detaljer, leverera detaljer till FAS eller besöka FAS faciliteter.

The confidential information to which the Signatory will be given access to, includes general confidential corporate information, drawings, login information to FAS servers, financial information, strategic information and information about products and/or production methods.

The Signatory of this undertaking will be given access to information that falls within the definition of trade secret in Section 1 of the Swedish Act on Protection of Trade Secrets (SFS 1990:409) and/or information that FAS considers to be of confidential nature. Such information will be made available to the Signatory on the strict understanding that it will be treated in accordance with the duty of confidentiality as set out below and in accordance with the current legislation. Any failure by the Signatory to observe these requirements may damage the company and/or the company's reputation.

### **Duty of confidentiality**

For the purpose of this undertaking "confidential information" shall mean any and all information – including but not limited to technical, practical and commercial information – save as for information, which is known or which will become known in full detail to the public other than by breach of the obligations herein contained or information, which the Signatory can show was in its possession before making this undertaking.

As a recipient confidential information, the Signatory hereby undertakes, without limitation as to time, to:

- (a) keep such information confidential, and to ensure that no unauthorised parties gain access to or become aware of the information or become able to make use of the information in any other way;
- (b) exercise due care in handling such information so that it does not come into the possession of unauthorised parties;
- (c) not to use confidential information received other than strictly for the purpose for which the information was received; and
- (d) ensure that any person within Signatory's organisation that, with the written consent of FAS, gains access to the information makes a confidentiality undertaking in favour of FAS identical with this undertaking made by Signatory.

### **Immediate notification of any breach of this undertaking**

If the Signatory commits any breach of this undertaking in respect of information received, or has any other reason to believe that the terms of the undertaking have been breached, he or she undertakes to immediately contact FAS and give details of the circumstances in question. The purpose of this duty to report any breach is to permit the company to limit the damaging effects of any leak of information.

Place and date: \_\_\_\_\_

\_\_\_\_\_  
Signatory

\_\_\_\_\_  
For and on behalf of FAS Converting Machinery AB