

NON-DISCLOSURE UNDERTAKING

To:
HI3G ACCESS AB
(org. no. 556593-4899)
Box 7012,
SE-121 07 Stockholm-Globen, Sweden

“**RECIPIENT**” is defined as the person signing this Non-Disclosure Undertaking.

HI3G Access AB (“**3**”) is the owner of Confidential Information, which it is willing to disclose to RECIPIENT for the Purpose on the terms and conditions set out in this Non-Disclosure Undertaking.

RECIPIENT AGREES as follows:

1. Interpretation

In this Undertaking:

“**Confidential Information**” means any information disclosed (whether before or after the date of this Undertaking verbally or in written, graphic, digital or any other form) by **3** or on behalf of **3** to RECIPIENT regarding which mobile devices with 4G support that can be used for regular voice calls, but that cannot reach the emergency number 112 through **3**’s mobile network, and any information concerning the existence of this Undertaking or the conduct and substance of discussions between the parties, and in each case includes documents and information prepared or generated from such information;

2. Undertakings

- 2.1 RECIPIENT undertakes to keep the Confidential Information strictly confidential including, without limitation, exercising in relation to the Confidential Information no lesser security measures and degree of care than those which it applies to its own confidential information.
- 2.2 RECIPIENT undertakes not to use the Confidential Information except for the purpose of, in an individual customer discussion or interaction, disclose whether a mobile device, that the customer is interested in acquiring, is fully operational in **3**’s mobile network.
- 2.3 RECIPIENT undertakes not to disclose, copy, reproduce, publish, distribute or make publicly available the Confidential Information to a third person and to use all reasonable efforts to prevent any such disclosure except as permitted under Clause 3.

3. Disclosure of information

- 3.1 RECIPIENT may disclose the Confidential Information:
 - (a) as permitted under Clause 2.2;
 - (b) with the prior written consent of **3**; or
 - (c) to employees and potential third party advisors (“**Representatives**”) but only to the extent that disclosure is necessary for the Purpose.
- 3.2 Prior to any disclosure is being made pursuant to Clause 3.1 (a) or (b), RECIPIENT shall inform the person to whom Confidential Information is disclosed of the terms of this Undertaking and shall ensure that such person complies with the terms of this Undertaking as if he were a party hereto. RECIPIENT shall be fully liable for the compliance by its

Representatives and shall notify 3 of any breach of this Clause 3 forthwith becoming aware of any such breach.

4. Exceptions

4.1 This Undertaking does not extend to nor apply to Confidential Information:

- (a) which at the time of disclosure to RECIPIENT is generally available in the public domain; or
- (b) which, after such disclosure, becomes available in the public domain other than through a breach of this Undertaking or by any other person in breach of an obligation of confidentiality; or
- (c) which RECIPIENT can show by its written or other records was in its lawful possession prior to receipt from 3 and which had not previously been obtained from 3 or another person under an obligation of confidentiality; or
- (d) which subsequently comes into the possession of RECIPIENT from a third party who does not owe 3 an obligation of confidence in relation to it; or
- (e) which RECIPIENT is compelled by law or regulation to disclose.

4.2 If RECIPIENT, or any person to whom Confidential Information is properly disclosed in accordance with this Undertaking becomes compelled by law or regulation to disclose any Confidential Information, the RECIPIENT shall, to the extent legally permissible, inform 3 in writing of such request or obligation as soon as possible after RECIPIENT is informed of it and, if possible, before any Confidential Information is disclosed, so that a protective order or other appropriate remedy may be sought. The RECIPIENT agrees to assist and co-operate in any action which 3 may decide to take. If RECIPIENT is obliged to make a disclosure, RECIPIENT shall only make a disclosure to the extent it is so obliged, but not further or otherwise.

5. No grant of rights

5.1 No right or licence is granted to RECIPIENT in relation to the Confidential Information except as expressly set out in this Undertaking and 3 shall retain all rights, title and interest to Confidential Information.

5.2 3 accepts no responsibility for or makes no representations or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Confidential Information (including the non-infringement of any patent, copyright or other right of a third party). 3 is not liable to RECIPIENT or another person in respect of the Confidential Information or its use.

6. Duration of obligations

This Undertaking shall take effect upon execution by RECIPIENT and shall remain in force until terminated on the sooner of the expiry of two (2) years from the date of this Undertaking or upon written notice of termination to the other party. The obligation of RECIPIENT to maintain the confidentiality of the Confidential Information disclosed under this Undertaking shall survive a period of three (3) years as from the termination of this Undertaking or as long as the Confidential Information can be deemed an industrial secret in accordance with the Swedish Act on Industrial Secrets (Sw. *Lagen om företagshemligheter* 2018:558).

7. Return or destruction of Confidential Information

RECIPIENT undertakes as soon as possible and in any event within ten (10) business days of the earlier of receipt of a written request of 3 or on termination of this Undertaking and, at the option of 3, to return to 3 or destroy by shredding or incineration all of 3's Confidential Information and that part of all documents and other material in its possession, custody or control that bear or incorporate any part of the Confidential Information, and to take reasonable steps to expunge all Confidential Information (and any copy that may have been

made) from any computer, word processor or other device containing the Confidential Information, except:

- (a) RECIPIENT shall be entitled to retain Confidential Information to the extent RECIPIENT is so required by applicable law or regulation, provided, however, that this Undertaking shall continue to apply for such retained material without limitation in time; and
- (b) RECIPIENT need not expunge electronic copies of Confidential Information created as a result of automatic back-up procedures (to the extent such Confidential Information may not be destroyed with reasonable measures).

If so requested by 3, RECIPIENT shall confirm in writing that the obligations pursuant to this Clause 7 have been complied with.

8. Penalty

In the event that RECIPIENT should commit a breach of any provision of this Undertaking, then RECIPIENT shall be liable to pay 3 a penalty of SEK 10,000,000 for each breach. In addition, 3 is entitled to larger damages upon proof that the actual injury corresponds to a greater amount than such penalty.

9. General

- 9.1 A variation of this Undertaking is valid only if it is in writing and signed by or on behalf of each of the parties.
- 9.2 Any failure or delay in exercising, or any partial exercise of, a right or remedy provided by this Undertaking or by law does not constitute a waiver of that or of other rights or remedies.
- 9.3 It is acknowledged that damages would not be an adequate remedy for a breach of this Undertaking and 3 is entitled to the remedy of injunction or specific performance for a threatened or actual breach of this Undertaking.
- 9.4 If any provision of this Undertaking is held to be invalid or unenforceable, that provision shall, so far as it is invalid or unenforceable, be given no effect and shall be deemed not to be included in this Undertaking, but without invalidating any of the remaining provisions.
- 9.5 RECIPIENT is acting in this matter as principal and not as an agent or broker for any other person or entity.
- 9.6 This Undertaking shall not be construed as creating or implying on 3 any obligation to disclose Confidential Information to RECIPIENT or any obligation to enter into any other Undertaking or arrangement with RECIPIENT.
- 9.7 A notice or other communication under or in connection with this Undertaking shall be in writing, in English to the relevant Party at the address set out in this Agreement (or to such other address as it shall previously have been notified in writing by the other Party).

10. Governing law and jurisdiction

This Agreement shall be governed by and construed in accordance with Swedish law.

With the exception of the right so seek specific performance or injunctive relief as set out in Clause 9.3 above, any dispute, controversy or claim arising out of or in connection with this Undertaking, or the breach, termination, invalidity thereof, shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The place of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English.

The RECIPIENT agrees to treat the proceedings, all documents exchanged between the RECIPIENT and 3, the tribunal and the institute in the course thereof and any decision or award from the tribunal, as strictly confidential and not to disclose any such information. The confidentiality undertaking following from this Clause 10 shall apply without any limitation in time.

11. Counterparts

This Undertaking may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same document.

RECIPIENT:

Company name: _____

Signature: _____

Name: _____

Date: _____