



# Non-disclosure Agreement for User Panel

## 1. General undertakings

This Non-disclosure Agreement (the “NDA”) is entered into between Securitas Intelligent Services AB, reg. no. 556655-4670 (“Securitas”) and you (“you”), an employee/ representant of a selected client (the “Client”) to the Securitas Group. Under this NDA, you and Securitas have agreed that you are to assess, test and provide feedback on ideas, prototypes, and ready-made solutions for MySecuritas or other digital services (the “Task”).

**This NDA serves to govern the execution of the Task.**

You represent that you, as an employee of the Client, have acquired the necessary permissions from the Client or any relevant third party to be entitled to perform the Task and share any information you might share during the performance of the Task.

Now, therefore, you and Securitas have agreed as follows.

## 2. Your use of Materials

When performing the Task, you might receive or be granted access to information, data, know-how, products, services and/or other tools or materials by Securitas (the “Materials”) to be used solely for the performance of the Task. You may not use the Materials for any other purpose than to perform the Task and you agree to implement the measures necessary to prevent that the Materials are subject to disclosure, access or other use in breach of this NDA.

Any access to the Materials is personal and you may not transfer, assign or license the Materials (including its contents in original or modified form, translated or processed) or your right to use the Materials in whole or in part or in any other manner dispose of the Materials or make the Materials available to a third party in any other way than explicitly permitted according to this NDA. This includes, for the avoidance of doubt, that you must keep any and all log-in credentials allowing you to access the Materials strictly confidential and may not transfer, license, grant access to or in any other way disseminate or handle the log-in credentials to the Materials in a manner which puts the credentials at risk of dissemination to unauthorized individuals.

You may not delete or add content to or gain unauthorized access to the Materials or its underlying functionality or technical platform. This includes that you under no circumstances may alter, develop, reverse engineer, decompile, disassemble, attempt to derive source code, create derivative works of or make additions to the Materials. Furthermore, you are responsible for, when performing the Task, adhering to any other directions, instructions and limitations for the Materials and any other directions issued by Securitas in relation to the Task and/or the Materials.

## 3. Confidentiality and Intellectual Property

You agree and acknowledge that the Materials, of whatever nature and whether disclosed or submitted, orally, in writing, electronically or by any other media, may be of economic, technical and/or commercial importance to Securitas and shall therefore be treated as confidential information (“**Confidential Information**”).



You undertake to not use the Confidential Information except for the performance of the Task and to not to copy, reproduce, disclose, distribute, disseminate or otherwise reveal any of the Confidential Information received in connection with the Task to any third party. Your confidentiality undertaking set out above does not apply where you are obliged to disclose the Materials according to applicable law, enforceable judgment, binding governmental decision or regulation or applicable rules for a regulated market.

The Materials including any software applications therein are not sold or transferred to you. You are granted a non-exclusive, non-transferable, non-sublicensable, fully revocable and limited right to use the Materials solely for the purpose of performing the Task during the term of the Task. You are not granted any right to the Materials other than what is explicitly stipulated in this NDA. Securitas grants no license to or right to use of Securitas' or the Materials' trademarks, product names or other brand names used by Securitas. You are solely responsible for obtaining and maintaining any and all licenses, which you may require to use the Materials and perform the Task, other than the use right set forth in this NDA.

All rights pertaining to the Materials including any software applications therein, and its contents, including copyright and any other intellectual property rights pertaining to the development of, the basis for and the compiling of contents, in the Materials, even after any installation on your personal computer, mobile handset, tablet, wearable device and/or other device, are owned or licensed by Securitas or a company within the Securitas Group, and/or its licensors or contractors. Copyright notices and any other notices on ownership in the Materials or relating documentation must be preserved and may not be removed or altered.

If you provide any feedback, ideas, suggestions, enhancement requests or recommendations to Securitas in connection with performing the Task, including any data or other information pertaining to or derived from your use of the Materials ("**Feedback**"), you acknowledge that all rights including any intellectual property rights to such Feedback shall be immediately and irrevocably assigned to Securitas without restriction and without any right for you to any payment or other consideration. Securitas hereby owns all rights, title and interests in such Feedback, and such rights include but is not limited to the right for Securitas and its group companies to use, amend, translate, create derivative works from, distribute and modify such Feedback or let a third party do so on Securitas' behalf and to transfer or license any such Feedback to third parties. Securitas and the companies within the Securitas Group retain the right to aggregate, process and use any Feedback, regarding the use of the Materials, in order to develop and improve the Materials. In this regard, it is clarified that Securitas will remove any trademark, trade name or logotype identifying the Client prior to sharing such Feedback with a third party (except to its affiliates, employees and representatives such as contractors, consultants, officers, directors and agents who have a need to know the Feedback and are bound by sufficient confidentiality obligations). Any Feedback identifying you or the Client will be treated confidentially by Securitas.

Once the Task is finished, you may no longer use the Materials and you agree to erase any copies of the Materials received. The confidentiality obligations in this NDA shall apply for the longer of (i) the time during which the Materials remains a trade secret (as that term is defined in applicable law) of Securitas; or (ii) five (5) years from your receipt or access to the Materials.

#### 4. Miscellaneous

**No warranty.** The Materials are provided "as is", with all faults and without warranty of any kind. To the maximum extent permitted by applicable law, Securitas makes no warranties or representations, whether expressed or implied with regard to the Materials and expressly disclaims any and all expressed, implied or statutory warranties, including, without limitation, any warranties of merchantability, of satisfactory quality, functionality, fitness for a particular purpose, availability, accuracy, freedom from malicious code, viruses, worms or other malware, of title, non-infringement of third party rights and any warranties arising from a course of dealing, course of performance, or usage of trade, with regard to the Materials. You are responsible for using up-to-date anti-malware and virus protection to protect your devices, systems and services, and the Materials, from malware and viruses and any costs associated therewith.

**Limitation of liability.** To the extent possible and permitted under applicable law, Securitas' aggregate and total liability towards you shall be limited to EUR 100. To the extent not prohibited by law and



notwithstanding anything contrary herein, in no event shall Securitas be liable for personal injury or any incidental, special, exemplary, direct, indirect or consequential damages whatsoever, including, without limitation, damages for loss of use, loss of data, loss of business, loss of actual or anticipated profits or savings (including loss of contract), loss of opportunity, business interruption or any other pecuniary or commercial damages or losses, arising out of or related to the Task, however caused, regardless of the theory of liability (contract, tort, including negligence or otherwise) and even if Securitas has been advised of the possibility of such damages.

**Term and termination.** This NDA shall enter into force upon your acceptance of it and remain in force until completion of the Task or until terminated by you or Securitas. Each party shall be entitled to terminate this NDA with immediate effect for convenience by giving written notice to the other party. Upon expiry or termination of this NDA, your right to use the Materials is immediately terminated.

**Governing law and venue.** This NDA shall be governed by Swedish law, without regard to choice or conflict of law principles, and any dispute shall be resolved by the Swedish general courts and with Stockholm district court as first instance.

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