

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the "Agreement") has been entered into on this day by and between:

- 1) The Bankruptcy Estate of Wanderword i Sverige AB (Swedish org. no. 559189-6906), c/o Advokatbyrå Kaiding, Vox 112, 971 04 Luleå (the "Disclosing Party"); and
- 2) [Company name], reg.no [reg.no] with address [address] (the "Receiving Party").

1. PURPOSE OF THE UNDERTAKING

- 1.1 The parties have initiated a non-binding discussion regarding the Receiving Party's possible interest in purchasing the business and assets from the Disclosing Party (the "Transaction"). The discussions have come to a stage where the Disclosing Party needs to exchange Confidential Information (as defined below) with the Receiving Party regarding, inter alia, the purpose of the Transaction. The parties agree that such Confidential Information shall remain confidential in accordance with this Agreement and that such Confidential Information may be considered as trade secrets which may, if disclosed, cause damage to the Disclosing Party in terms of e.g., competition. The purpose of this Agreement is to regulate the Receiving Party's handling of such Confidential Information in relation to the evaluation of the Transaction.

- 1.2 At the request of the Disclosing Party, the Receiving Party undertakes the obligations stated below.

2. UNDERTAKING OF CONFIDENTIALITY

- 2.1 The Receiving Party undertakes, without limitation as to time, to keep the Confidential Information received from the Disclosing Party strictly confidential and will not, without the Disclosing Party's written consent, either directly or indirectly in any manner whatsoever, in whole or in part, disclose, communicate or otherwise divulge the Confidential Information. Further, the Receiving Party undertakes to keep and/or store Confidential Information in forms that are satisfactory with regard to this Agreement and to protect the Confidential Information from unauthorized access or alteration.
- 2.2 "Confidential Information" means any and all information (technical, commercial or otherwise) — regardless of whether such information has been documented or not, and

Advokatbyrå Kaiding

Box 112, 971 04 Luleå

Tel: 010-199 08 00

E-post: lulea@kaiding.se

Östersund

Besök: Smedjegatan 24

Webb: www.kaiding.se

Umeå**Skellefteå****Piteå****Luleå****Kalix**

Org nr: 994700-9438

Bankgiro: 204-0475

F-skattsedel

regardless of whether in written or in oral form — relating to the Disclosing Party or its business, customers, suppliers, partners or employees, which is obtained by the Receiving Party, from the Disclosing Party or its owners, employees, consultants or others in relation to the Transaction. Confidential Information and trade secrets shall include, but not be limited to, the following information:

- a) information relating to the employees of the Disclosing Party and its subsidiaries,
- b) information on the products, services and product development of the Disclosing Party, customer lists and other information relating to customers or potential customers of the Disclosing Party,
- c) information relating to suppliers/potential suppliers or partners/potential partners of the Disclosing Party,
- d) information relating to the Disclosing Party's intellectual property rights, and
- e) marketing plans, cost analysis and revenue analysis of the Disclosing Party.

- 2.3 Confidential Information does not include information that is or becomes public knowledge otherwise than as a result of such information being disclosed in breach of this Agreement. The Receiving Party shall however not have the right to disclose that any information has been made available by the Disclosing Party in accordance with this Agreement.

The Receiving Party shall also not have the right to show to any third party, any models, sketches or other know-how and/or intellectual property rights made available by the Disclosing Party, and which contain Confidential Information.

3. AUTHORIZED RECIPIENTS

- 3.1 The Receiving Party undertakes to procure that Confidential Information is disclosed to no other person than the Receiving Party's employees and, where applicable, consultants and/or the Receiving Party's professional advisors (together "Authorized Recipients") and to the extent the Authorized Recipients need access to the information in order to evaluate the Transaction. The Receiving Party also undertakes to procure that the Authorized Recipients will not forward Confidential Information to any third party. The Receiving Party is hereby obligated to procure that the Authorized Recipients are bound to treat any and all Confidential Information confidential to the same extent as the Receiving Party according to this Agreement.
- 3.2 The Receiving Party shall, if requested by the Disclosing Party, establish a list of people who have received Confidential Information provided by the Disclosing Party.

The Receiving Party shall, upon request by the Disclosing Party, send a copy of the list to the Disclosing Party.

- 3.3 The Receiving Party shall not allow anyone other than the Authorized Recipients to access Confidential Information provided by the Disclosing Party without the Disclosing Party's prior written consent.

4. USE OF CONFIDENTIAL INFORMATION

- 4.1 The Receiving Party may only use Confidential Information made available by the Disclosing Party for as long as the Disclosing Party allows and for the purpose of evaluating the Transaction. The Receiving Party must follow any instructions on handling the information given by the Disclosing Party and handle the Confidential Information in a reassuring manner regardless of whether such information is stored physically or electronically.

Upon written request by the Disclosing Party, the Receiving Party agrees that it will, as soon as reasonably practicable and possible and no later than one (1) week following the request by the Disclosing Party, return or destroy (at the Disclosing Party's discretion) all copies of any document in the Receiving Party's (including any Authorized Recipient's) possession, containing or reflecting Confidential Information. The Receiving Party acknowledges that also electronic back-up files shall be erased or destroyed. The Receiving Party shall, in connection herewith, confirm that the material returned to the Disclosing Party is complete and that no physical or digital copies have been retained.

5. INTELLECTUAL PROPERTY RIGHTS ETC.

- 5.1 The Receiving Party shall have no other rights in any Confidential Information made available by the Disclosing Party than what is expressly set out in this Agreement. All intellectual property rights derived from or relating to Confidential Information shall be the property of the Disclosing Party.
- 5.2 If the Receiving Party is given any right to use Confidential Information, such right shall be given by a written agreement signed by authorized representatives of the Disclosing Party and the Receiving Party. No license, other assignment or transfer of intellectual property fights shall be deemed to have been made by oral agreement or otherwise by the actions of the parties.

6. PENALTY

- 6.1 In case the Receiving Party breaches any provision of this Agreement, the Receiving Party agrees to, on demand, pay to the Disclosing Party, on each occasion, liquidated damages in an amount corresponding to forty (40) times the current price base amount according to the Social Insurance Code (Swe: Socialförsäkringsbalken) at the time of the Disclosing Party's demand. In the event the breach continues, the

Receiving Party shall pay such liquidated damages for each calendar month or part thereof during which the breach continues.

- 6.2 Should the actual loss caused to the Disclosing Party exceed this amount, the Disclosing Party shall be entitled to damages in respect of such excess amount.
- 6.3 Payment of liquidated damages does not imply any restrictions for the Disclosing Party to take any measures or to demand other sanctions according to this Agreement or according to law.

7. AMENDMENTS

- 7.1 Any amendments to this Agreement shall in order to be valid be made in writing and be duly signed by authorized representatives of each of the Disclosing Party and the Receiving Party.

8. GOVERNING LAW AND DISPUTES

- 8.1 This Agreement shall be construed in accordance with and be governed by the laws of Sweden.
 - 8.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.
 - 8.3 The seat of arbitration shall be Stockholm, Sweden.
-

This Agreement has been executed in two original copies, of which the Disclosing Party and the Receiving Party has taken each.

Date: _____

Place: _____

[RECEIVING PARTY]

Name: