

[This model contract can be used as tool and checklist for drafting and negotiation. It is of course of utmost importance to check that this model contract is suitable for the individual case and to obtain proper local legal advice.]

CONFIDENTIALITY AGREEMENT

between SKF, a company organized and existing under the laws of Sweden, ("SKF"),

and

[.....], a company organized and existing under the laws of, (the "Recipient").

WHEREAS:

- SKF has developed and is in the possession of technical and commercial information and secret and proprietary know-how related to [.....].
- The Recipient has declared an interest in [initiating some kind of co-operation with SKF]; and
- the evaluation by the Recipient [of the possibilities for the said co-operation] will require the disclosure by SKF of certain confidential information relating to SKF's business.

NOW THEREFORE, the parties agree as follows.

1. Definition

"Confidential Information" shall mean any and all information related to the processes, product range, internal affairs and/or business of SKF or any company within the SKF Group - including but not limited to technical, practical and commercial information - that SKF has disclosed or may disclose to the Recipient, directly or indirectly, in writing, orally or otherwise.

2. Confidentiality

2.1 The Recipient undertakes, for itself and for its employees, agents and representatives,

- to treat the Confidential Information as strictly confidential and not disclose or communicate the Confidential Information to any third parties. Confidential Information may be disclosed only to those representatives and employees of the Recipient to whom such disclosure is necessary for the Recipient's evaluation [of the possibilities for co-operation with SKF];
- not to use the Confidential Information for any other purpose than the Recipient's evaluation of the possibilities for co-operation with SKF; and

- not to take copies or in any other way reproduce any document containing the Confidential Information.
- 2.2 No obligation of use, disclosure or confidentiality shall apply to information which
- was known by the Recipient prior to receipt from SKF as shown by written records in possession of the Recipient;
 - was known to the public prior to receipt from SKF or which becomes known to the public subsequent to receipt from SKF through no fault of the Recipient or the employees, agents or representatives of the Recipient;
 - subsequent to receipt hereunder is made available to the Recipient by a third party legally entitled to do so;
 - is developed by the Recipient independently of the Confidential Information.
- 2.3 The Recipient warrants and covenants that confidentiality agreements are, and will be, in effect with all of its employees, agents and representatives to whom the Confidential Information will be disclosed and that such agreements will prevent such representatives and employees from publishing, using and disclosing the Confidential Information to at least the same extent as stipulated in this Agreement.
- 2.4 The Recipient shall maintain a record of all persons to whom the Confidential Information is disclosed or who have been given access thereto and such record shall be provided to SKF at the request of SKF.

The Recipient shall provide proper and secure storage for all written Confidential Information.

The Recipient shall keep a record of the location of all Confidential Information. All copies of the Confidential Information will be returned to SKF immediately upon the request of SKF and upon the termination of the [co-operation between SKF and the Recipient].

3. Title

All right, title and interest in and to the Confidential Information shall remain the exclusive property of SKF. No interest, licence or any right respecting the Confidential Information, other than as expressly set out herein, is granted to the Recipient under this Agreement, by implication or otherwise.

4.4. Miscellaneous 4. Miscellaneous

- 4.1 The obligations of this Agreement will be valid for a period of ten (10) years from signing of this Agreement.
- 4.2 The Recipient shall not be allowed to assign this Agreement.
- 4.3 This Agreement is governed by Swedish law.
- 4.4 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be settled by

arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The Arbitral tribunal shall be composed of three arbitrators. The place of arbitration shall be Gothenburg. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF this Agreement has been executed by the parties in duplicate, each party taking one copy, on the date mentioned below.

Place:

Place:

Date:

Date:

SKF

[....]
