



Appendix 2 - NDA

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NON-DISCLOSURE AGREEMENT

This non-disclosure agreement (the “Agreement”) has been made by and between:

1. **Försvarets materielverk**, a Swedish government authority under registration number 202100-0340, Sweden, hereinafter referred to as “FMV” and
2. [xxxxxx], registration number [x], Sweden, hereinafter referred to as the “Company”

(each a “Party” and collectively the “Parties”).

The Parties have agreed as follows:

1 Background

The Company will participate in FMV’s “From Innovation to Battlefield Demonstration Week” at a FMV T&E Test, Training and Exercise Range and present a solution to a specified military problem. At the event, other companies will also demonstrate solutions. Representatives from other government agencies and entities will also be present.

The Company’s solution as presented will subsequently be analysed and evaluated by FMV in order to investigate whether the proposed solution could be of use for the Swedish Armed Forces (the “Purpose”).

In connection therewith, the Parties may exchange information of a proprietary or otherwise confidential nature among each other, and the Parties are willing to undertake to restrict the use and further disclosure of such information on the terms and conditions of this Agreement.

The Parties acknowledge that any of the Parties may be a Disclosing Party or Receiving Party under this Agreement.

FMV is a Swedish central government authority operating under the laws and regulations of Sweden. FMV must comply with mandatory Swedish laws and regulations, such as the Swedish Freedom of Press Act, the Swedish Public Access to Information and Secrecy Act and the Swedish Archives Act.

2 Definitions

“**Confidential Information**” means this Agreement and the Parties’ discussions hereunder, and all information (regardless of form) disclosed by any Disclosing Party to a Receiving Party, provided that: (i) such information, if disclosed in writing, is at the time of disclosure marked as confidential; (ii) such information, if disclosed orally or visually, is at the time of disclosure identified as confidential and, further, is confirmed as confidential in writing to each Receiving Party within thirty (30) days of disclosure; such confirmation referencing the place and date of disclosure and the names of the individuals to whom disclosure was made and containing a brief description of the information concerned; (iii) such information, if disclosed in any other manner, is at the time of disclosure designated in writing as confidential; or (iv) the nature of the information makes it obvious that it is confidential.

“**Disclosing Party**” means a Party disclosing Confidential Information under this Agreement.

“**Receiving Party**” means a Party receiving Confidential Information under this Agreement.

“**Representatives**” means employees, directors and professional advisors of a Receiving Party.

3 Protection of Confidential Information

- 3.1 Each Receiving Party shall use Confidential Information only in furtherance of the Purpose and keep it strictly confidential. A Receiving Party may not disclose Confidential Information (except as explicitly permitted by this Agreement) to anyone without the prior written consent of the Disclosing Party, other than those Representatives that are required to have knowledge thereof to the extent necessary for the Purpose. The Receiving Party shall ensure that its Representatives have been informed of and agree to observe the confidentiality and non-use obligations contained herein on terms and conditions not less restrictive than those imposed under this Agreement.
- 3.2 A Receiving Party shall notify the Disclosing Party in writing of any breach of the obligations in this Clause 3 immediately upon becoming aware of such breach.
- 3.3 Any non-compliance with any of the provisions of this Agreement by a Representative shall be deemed a breach of this Agreement by the Receiving Party.
- 3.4 A Receiving Party shall not copy, reproduce or reduce to writing any Confidential Information of the Disclosing Party unless and to the extent reasonably required for the Purpose.
- 3.5 Without prejudice to the other provisions of this Agreement, a Receiving Party shall not export or re-export any Confidential Information of the Disclosing Party to any person, legal entity or country to which such export or re-export is prohibited or restricted by applicable law, regulation, license, end-user undertaking or any competent government or other authority.
- 3.6 If the Receiving Party (i) becomes compelled by judicial or administrative process, (ii) is imposed by applicable law or any governmental or other authority or (iii) is required by any applicable contract with or regulations of any applicable stock exchange; to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permissible, promptly notify the Disclosing Party.
- 3.7 The restrictions in this Clause 3 shall not apply to information that:
- a) is generally known to the public at the time of disclosure by or on behalf of the Disclosing Party or later becomes so generally known through no fault of a Receiving Party or its Representatives;
 - b) was known to a Receiving Party, or otherwise in its possession, without confidentiality restrictions prior to disclosure by the Disclosing Party;
 - c) is disclosed to a Receiving Party by a third party who did not obtain such information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation; or



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- d) is at any time independently developed by a Receiving Party or its Representatives without the use of any Confidential Information of the Disclosing Party.

The Party using or disclosing any information with reference to any of these exceptions bears the burden of proof to establish that the relevant exception applies.

4 Miscellaneous

- 4.1 All Confidential Information of the Disclosing Party shall remain the property of the Disclosing Party, or a third party, and no license or other rights to such Confidential Information is granted or implied hereby (except the rights explicitly provided for by this Agreement).
- 4.2 The Parties agree that a disclosure of Confidential Information under this Agreement shall not in any way be considered or interpreted as a waiver of the Disclosing Party's right to apply for and register patents based on or otherwise affected by its Confidential Information.
- 4.3 All Confidential Information is provided on an "as is" basis, without any warranty, whether express or implied, as to its reliability, accuracy or completeness.
- 4.4 Upon the written request of, and as requested by, the Disclosing Party, any and all Receiving Parties shall return or destroy, and certify in writing the return and/or destruction of, all originals, copies, reproductions, and summaries of Confidential Information of the Disclosing Party, and other media in whatever form or format containing such Confidential Information, within thirty (30) days of such request. However, the undertakings set out in this Clause 4.4 do not apply to Confidential Information that (i) a Receiving Party and its Representatives are required to retain pursuant to applicable laws, regulations or other rule for professional authorisation or in order to defend itself in a dispute or administrative proceeding or (ii) exists as electronic copies created as a result of automatic storage and backup procedures (to the extent such Confidential Information cannot be destroyed without the Receiving Party taking extraordinary measures), provided that this Agreement shall continue to apply for any such retained Confidential Information without limitation in time. If so requested, the Receiving Parties shall confirm in writing that the obligations pursuant to this paragraph have been complied with.
- 4.5 This Agreement may also involve handling of personal data and the disclosure of defence classified information (which may or may not be Confidential Information), the handling of which shall at all times be in accordance with applicable laws and regulations.
- 4.6 Changes and additions to this Agreement, including to this Clause 4.6, must be in writing and duly executed by all Parties.



- 4.7 This Agreement does not (i) create any relationship except as explicitly stated in this Agreement, (ii) oblige any of the Parties to disclose any information or to enter into any other contract or (iii) require economic consideration for any information received.
- 4.8 This Agreement may not be assigned by any Party without the prior written consent of the other Parties. No assignment shall relieve a Party of its obligations under this Agreement with respect to Confidential Information disclosed to any other Party prior to the agreed assignment.
- 4.9 If any provision of this Agreement is held to be invalid or unenforceable by any competent court, authority or arbitral tribunal, the remainder of that provision and all other provisions will remain valid and enforceable to the fullest extent permitted by applicable law, and the Parties shall negotiate any changes to this Agreement to maintain the spirit of this Agreement and the framework, structure and operation of the transactions contemplated by this Agreement.
- 4.10 A Party's waiver of any of its rights or remedies under this Agreement must be in writing and duly executed by it. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.

5 Term and Termination

- 5.1 This Agreement shall become effective on the day it has been duly signed by both Parties and shall remain in full force and effect until the earlier of (i) the execution by both Parties of definitive agreements relating to the Purpose provided that such agreements include relevant confidentiality obligations or (ii) for a period of **one (1)** year as from the date of this Agreement, when it shall automatically expire unless otherwise agreed by both Parties. The provisions of this Agreement shall however apply retroactively to any Confidential Information disclosed or received in conjunction with the Purpose prior to the effective date of this Agreement. Notwithstanding the above, any of the Parties may at any time terminate this Agreement immediately with effect by giving thirty (30) days' prior written notice to the other Party, where the termination period shall commence upon receipt of the termination notice by the latter Party.
- 5.2 With respect to Confidential Information received or disclosed prior to the date of expiration or termination of this Agreement, the obligations and restrictions in this Agreement shall survive the termination or expiration of this Agreement for ten (10) years.

6 Disputes and Governing Law

- 6.1 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 in accordance with the Arbitration Rules of the SCC Arbitration Institute. The seat of



arbitration shall be Stockholm, Sweden. The language to be used in the arbitration proceedings shall be Swedish.

- 6.2 Without prejudice to the other provisions of this Agreement, all arbitral proceedings conducted pursuant to Clause 6.1, all information disclosed and all documents submitted or issued by or on behalf of any of the Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings nor be disclosed to any third party without the prior written consent of the Party to which the information relates
- 6.3 This Agreement (including Clause 6.1) shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

Signatures

Försvarets materielverk

[Company]

Place :

Place :

Date :

Date :

Clarification of signature

Clarification of signature