

NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("Agreement") is entered into by and between:

- 1) **If P&C Insurance Holding Ltd (publ)**, reg. no. 556241-7559, having its registered address at 106 80 Stockholm (the "**If**").
- 2) _____ reg. no. _____ having its registered address at _____ (the "**Auditor**"); and

If and the Auditor are hereinafter each referred to as a "**Party**" and jointly as the "**Parties**". The Party disclosing information to the other Party pursuant to this Agreement shall hereinafter be referred to as the "**Disclosing Party**" and the party receiving information from the Disclosing Party shall be referred to as the "**Receiving Party**".

BACKGROUND

- A) The Parties have entered into discussions relating to a tender for external audit services regarding the If group (the "**Objective**").
- B) As part of the tender process, the Parties will exchange certain confidential information in accordance with the terms and conditions of this Agreement.

1 DEFINITION OF CONFIDENTIAL INFORMATION

- 1.1 In this Agreement, "**Confidential Information**" means any item of information, written or oral, which is received by the Recipient or any directors, officers, employees, advisors, affiliates or subsidiaries ("**Representatives**") of the Recipient from the Disclosing Party or any Representatives of the Disclosing Party in relation to the Objective, with the exception of information that:
 - a) is publicly known or will become a matter of general knowledge other than by breach of this Agreement,
 - b) the Recipient can prove was in its possession before receiving it from the Disclosing Party, or
 - c) the Recipient has received or will receive from a third party without restraints as to the disclosure thereof.

2 USE OF CONFIDENTIAL INFORMATION

The Recipient agrees and acknowledges that the Confidential Information may be used solely for the Objective and not for any other purpose.

3 DISCLOSURE RESTRICTIONS

- 3.1 The Confidential Information will be held in complete and strict confidence and may only be disclosed by the Recipient to its Representatives on a strict need-to-know-basis for the purpose of the Objective.
- 3.2 The Recipient undertakes to ensure that each of its Representatives who receives Confidential Information is made aware of and observes the obligations under this Agreement.
- 3.3 Section 3.1 above does not, however, apply to the extent that the Recipient is required to make a disclosure of Confidential Information by law or pursuant to any order of court or other competent authority, or, if a Party needs to use the Confidential Information in respect of any dispute between the Parties.

4 TERM

This Agreement shall enter into force when duly signed by both Parties and shall remain in force for a period of two years.

5 RETURN OF CONFIDENTIAL INFORMATION

- 5.1 Upon written request by the Disclosing Party, the Recipient agrees that it will return or destroy (at the Disclosing Party's discretion) all copies of any document in the Recipient's (including any Representative's) possession, containing Confidential Information.
- 5.2 This does not apply to information that the Recipient is required to keep according to any law or regulation nor to information kept for the purpose of ensuring compliance with the Recipient's obligations herein.

6 GOVERNING LAW AND JURISDICTION

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of Sweden without regard to its principles of conflict of laws.
- 6.2 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 in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce.
- 6.3 The seat of arbitration shall be Stockholm, Sweden.
- 6.4 The language to be used in the arbitral proceedings shall be English.

6.5 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the prior written consent by the other Party.

This Agreement has been duly executed in two (2) original copies, of which each of the Parties has taken one copy.

Stockholm, _____

If P&C Insurance Holding Ltd (publ)

[AUDITOR'S COMPANY NAME]
