Compeas
Compliance Made Easy

Trust Center Non-Disclosure Agreement

Compeas AB (559590-5703) · Documents on request at trust.compeas.com

Compeas AB, Swedish company registration number 559590-5703, Östra långgatan 35, 731 30 Köping, Sweden ("**Compeas**"), makes security, privacy and compliance documents available on request through its Trust Center at trust.compeas.com. This Non-Disclosure Agreement (the "**Agreement**") sets the terms on which the Recipient receives and may use them.

1. Parties and acceptance

1.1 This Agreement is made between Compeas and the company or other organisation named in the request for access (the "**Recipient**").

1.2 The individual who submits the request (the "**Authorised User**") accepts this Agreement on behalf of the Recipient by ticking the box confirming acceptance and submitting the request. The Authorised User confirms that they are authorised to bind the Recipient. If they are not, they are bound by this Agreement personally, in addition to any liability under section 25 of the Swedish Contracts Act (1915:218).

1.3 The Agreement is concluded when the request is submitted with the acceptance box ticked. Compeas records the version of the Agreement accepted, the time of acceptance, and the name, work email address and organisation given in the request. That record is evidence of the acceptance.

1.4 The Recipient enters into this Agreement in the course of its business. Compeas is under no obligation to grant access, and may refuse, limit or withdraw access at any time without giving reasons.

2. Definitions

2.1 "**Confidential Information**" means all information that Compeas makes available to the Recipient through the Trust Center under this Agreement, in any form. It includes the documents offered on request, such as policies, procedures, audit and assessment reports, penetration test results and summaries, and completed security questionnaires, and any information Compeas gives the Recipient about those documents afterwards, in writing or orally. It also includes all copies, extracts, summaries and notes made from that information. Documents that Compeas publishes on the Trust Center without a request are not Confidential Information.

2.2 "**Purpose**" means evaluating Compeas and its services, including the Recipient's supplier due diligence, security and privacy reviews, audits of Compeas as an existing or prospective supplier, and managing an existing business relationship with Compeas.

2.3 "**Affiliate**" means any legal entity that directly or indirectly controls, is controlled by or is under common control with the Recipient, where control means holding more than 50 per cent of the votes or the right to appoint a majority of the board of directors.

2.4 "**Representatives**" means the directors, employees and contractors of the Recipient and its Affiliates, and the Recipient's professional advisers, such as lawyers, auditors and consultants.

2.5 "**Trust Center**" means the Compeas Trust Center at trust.compeas.com and any page that replaces it.

3. Confidentiality obligations

3.1 The Recipient shall:

(a) use the Confidential Information only for the Purpose;

(b) keep it confidential and not disclose it to anyone other than its Representatives under section 3.2, unless Compeas has agreed in writing;

(c) protect it with at least the care it uses for its own confidential information of a similar kind, and never with less than reasonable care;

(d) make copies only as reasonably needed for the Purpose, and keep the download links and access the Trust Center gives the Authorised User personal;

(e) not use it to test, probe, attack or gain access to the systems of Compeas or its customers, or to look for or exploit vulnerabilities;

(f) not enter it into any artificial intelligence service or other third-party tool that may use the information to train models, or that does not keep it confidential on terms at least as protective as this Agreement; and

(g) tell Compeas without undue delay if it becomes aware of any unauthorised access to, use of or disclosure of Confidential Information, and help Compeas limit its effects.

3.2 The Recipient may disclose Confidential Information to those of its Representatives who need it for the Purpose, provided that they are bound by confidentiality obligations at least as protective as this Agreement, whether by contract, professional duty or law. The Recipient is responsible for its Representatives' handling of the Confidential Information as if it were its own.

4. Exceptions

4.1 Section 3 does not apply to information that the Recipient can show:

(a) is or becomes publicly available other than through a breach of this Agreement;

(b) was lawfully known to the Recipient before Compeas disclosed it, without an obligation of confidentiality;

(c) the Recipient lawfully received from a third party who was free to disclose it without restriction; or

(d) the Recipient developed independently, without use of the Confidential Information.

4.2 Nothing in this Agreement limits any right to use or disclose information under the Swedish Trade Secrets Act (lagen (2018:558) om företagshemligheter), the right to report irregularities under the Swedish Whistleblowing Act (lagen (2021:890) om skydd för personer som rapporterar om missförhållanden) or Directive (EU) 2019/1937, or the right to communicate with a supervisory authority.

5. Disclosure required by law

5.1 If the Recipient is required by law, regulation, court order, a decision of a public authority or the rules of a stock exchange to disclose Confidential Information, it may disclose only what is required. Where the law permits, it shall tell Compeas in writing before the disclosure, so that Compeas can seek protection for the information, and shall cooperate reasonably with Compeas in doing so.

5.2 Where the Recipient is a public authority subject to the Swedish Public Access to Information and Secrecy Act (offentlighets- och sekretesslagen (2009:400)), this Agreement applies subject to the rules on public access to official documents. The Recipient shall, to the extent the law permits, tell Compeas promptly of any request for release of Confidential Information and give Compeas the opportunity to state its view on secrecy, including under Chapter 31, Section 16 of that Act, before the information is released. A Recipient in another country does the same under the equivalent law that applies to it.

6. Return and deletion

6.1 When the Recipient no longer needs the Confidential Information for the Purpose, or earlier on Compeas's written request, the Recipient shall promptly delete it, or return it if Compeas asks, and confirm this in writing within thirty (30) days of a request.

6.2 The Recipient may keep copies that it must keep by law or regulation, and copies in automatic backups that cannot reasonably be deleted, until they are deleted in the ordinary backup cycle. Such copies may not be used for any purpose and remain subject to this Agreement for as long as they are kept.

7. No licence, warranty or obligation

7.1 The Confidential Information remains the property of Compeas. This Agreement grants no licence or other right to any copyright, trade mark, trade secret or other intellectual property, except the limited right to use the Confidential Information for the Purpose.

7.2 The Confidential Information describes Compeas's practices as at the date stated in each document and is provided as it is. Compeas gives no warranty that it is complete or accurate. Compeas's commitments about its services are made only in agreements signed with Compeas, such as its Master Subscription and Services Agreement. Except for wilful misconduct or gross negligence, Compeas is not liable for any loss arising from the Recipient's use of, or reliance on, the Confidential Information.

7.3 Neither party is obliged by this Agreement to disclose further information or to enter into any other agreement or business relationship.

8. Term

8.1 This Agreement applies from its acceptance to all Confidential Information the Recipient receives under it, also after the Recipient's access to the Trust Center has ended.

8.2 The obligations in this Agreement last for five (5) years from the date the Recipient last received Confidential Information under it. For Confidential Information that is a trade secret under the Swedish Trade Secrets Act, they last for as long as the information remains a trade secret.

8.3 Information received under an earlier version of this Agreement remains protected by that version.

9. Breach and remedies

9.1 The Recipient shall compensate Compeas for loss caused by a breach of this Agreement by the Recipient or its Representatives, in accordance with Swedish law.

9.2 A breach may cause Compeas harm that damages cannot adequately remedy. Compeas may therefore seek interim measures, including under Chapter 15 of the Swedish Code of Judicial Procedure (rättegångsbalken), and the remedies available under the Swedish Trade Secrets Act, in addition to any other remedy.

9.3 If the Recipient or its Representatives breach this Agreement, Compeas may withdraw the Recipient's access to the Trust Center at once.

10. Personal data

10.1 Compeas processes, as controller, the personal data given in the request and the record of downloads, to decide on the request, give access and keep a record of who received the documents. Its privacy notice at compeas.com/privacy describes how.

10.2 The Confidential Information is not intended to contain personal data. To the extent it does, the Recipient processes that personal data as an independent controller, only for the Purpose, and in compliance with Regulation (EU) 2016/679 (the General Data Protection Regulation).

11. Relationship to other agreements

11.1 If Compeas and the Recipient have signed a Master Subscription and Services Agreement, or another written confidentiality or non-disclosure agreement that covers the Confidential Information, the confidentiality terms of that signed agreement prevail over this Agreement where the two conflict. In all other respects this Agreement applies as well.

11.2 Terms in the Recipient's own documents, such as purchasing terms or terms shown in its systems, do not apply to the Confidential Information.

12. General

12.1 Entire agreement. Subject to section 11, this Agreement is the entire agreement between the parties about the Confidential Information.

12.2 New versions. Compeas may publish new versions of this Agreement on the Trust Center. A new

version applies only to requests accepted under it. Any other change must be agreed in writing and signed by both parties.

12.3 Assignment. The Recipient may not assign or transfer this Agreement without Compeas's prior written consent. Compeas may assign it to a successor to all or part of its business.

12.4 Severability. If any provision is held invalid or unenforceable, the rest of the Agreement remains in force, and the provision shall be applied to the greatest extent the law allows.

12.5 No waiver. A failure or delay in exercising a right under this Agreement is not a waiver of it.

12.6 Notices. Notices under this Agreement are given in writing. Compeas may send them by email to the work email address given in the request. The Recipient sends them by email to info@compeas.com, or by post to Compeas AB, Östra långgatan 35, 731 30 Köping, Sweden.

12.7 Language. This Agreement is made in English. Any translation is for convenience only, and the English version prevails.

13. Governing law and disputes

13.1 This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the laws of Sweden, excluding its conflict of law rules.

13.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach or termination, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (SCC). The SCC Rules for Expedited Arbitrations apply where the amount in dispute does not exceed SEK 1,000,000, and the SCC Arbitration Rules apply otherwise. The seat of arbitration is Stockholm, Sweden, the tribunal consists of one arbitrator, and the language of the arbitration is English.

13.3 The parties shall keep the arbitration and the award confidential, except where disclosure is required by law or, for a public authority, by the rules on public access to official documents.

13.4 Where the Recipient is a Swedish public authority, disputes shall instead be settled by the Swedish general courts, with the Stockholm District Court (Stockholms tingsrätt) as the court of first instance.

13.5 Nothing in this section prevents Compeas from seeking interim or injunctive relief from any court of competent jurisdiction to protect its Confidential Information.

This Agreement is accepted electronically under section 1 and needs no signature.