

# WINNIIO

## CONFIDENTIALITY UNDERTAKING

This Confidentiality Undertaking, effective as of May 7, 2025, is given by **Winnio AB** a company incorporated in **Sweden** whose registered office is at **Fyrklöversgatan 28, 41721 Gothenburg**, with registration number **559210-2304**,  
To **Mukul Kumar**, student of **Amity University**, with a student number of A023144824001.

We therefore undertake as follows:

1. We will treat as confidential and safeguard all information disclosed by you and/or your Affiliates in connection with the Internship (the **Confidential Information**) either before or during the term of this Confidentiality Undertaking (whether in writing, orally, electronically or by other means, and whether or not labelled as “confidential”). For purposes of this Confidentiality Undertaking, **Affiliate** shall be any entity which directly or indirectly controls, is controlled by, or is under common control with you or us, as applicable.
2. We undertake to use Confidential Information solely for the purpose of the Internship.
3. We understand that Confidential Information does not include information:
  - (a) which is generally available to the public other than as a result of a breach of this Confidentiality Undertaking; or
  - (b) which is already in our possession without restriction prior to any disclosure hereunder; or
  - (c) which is or has been lawfully disclosed to us by someone who is free lawfully to disclose the same without confidentiality restrictions; or
  - (d) which is independently developed by us and no Confidential Information disclosed by you has been used directly or indirectly in such development.
4. We may not distribute, disclose, or disseminate Confidential Information to anyone, except (i) to our and our Affiliates’ officers, directors, and employees with a need to know (the **Representatives**) provided always that we advise our Representatives of the obligations hereunder and take professional measures to ensure adherence by such Representatives; or (ii) as may be required by applicable law or legal process, in which case we shall provide you with prompt written notice of such requirement prior to such disclosure where time permits and, upon your request, take reasonable steps to obtain an order protecting Confidential Information from public disclosure; or (iii) as otherwise provided herein.
5. We warrant that we apply professional safeguards against the unauthorized disclosure of Confidential Information and undertake to protect it in accordance with generally accepted standards or in the same manner and to the same degree that we protect our own confidential information, whichever is higher. We may disclose Confidential Information to Permitted Additional Recipients provided always that such Permitted Additional Recipients sign with us a confidentiality undertaking substantially similar hereto or, where applicable, are required to comply with codes of professional conduct ensuring the confidentiality of such information. **Permitted Additional Recipients** means our auditors, counsels, and advisors to whom we need to disclose such Confidential Information to facilitate the Internship.
6. Except as may be required by applicable law or legal process, we undertake not to disclose to any person (i) that discussions or negotiations are taking place concerning the Internship, (ii) the existence of this Confidentiality Undertaking, or (iii) any of the proposals, terms, conditions, or other facts with respect to the Internship, including the status thereof, without your prior written consent.
7. Upon your request, we shall return to you or destroy (and confirm in writing destruction of) all Confidential Information in our or our Representatives’ possession or under our or our Representatives’ control, provided that

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we will be entitled to retain (i) copies of Confidential Information as required for legal, regulatory, or audit purposes and (ii) Confidential Information stored on our computer back-up, archiving or disaster recovery systems.

8. This Confidentiality Undertaking is not intended to, and does not, obligate you to enter into any further agreements or to proceed with the Internship, any possible relationship or other Internship. We acknowledge that you make no representation or warranty, whether express or implied, as to the accuracy or completeness of Confidential Information, and we release you from any and all potential liability related to Confidential Information.
9. All Confidential Information disclosed hereunder remains at all times your property and nothing contained in this Confidentiality Undertaking may be construed as granting or conferring rights by license or otherwise in any Confidential Information disclosed to us.
10. We acknowledge that we will be liable for any violation of this Confidentiality Undertaking by us, our Representatives and/or our Permitted Additional Recipients. We understand that any violation of this Confidentiality Undertaking may cause irreparable injury to you for which monetary damages may not be adequate. We acknowledge that if a court of competent jurisdiction determines that we have breached, or attempted or threatened to breach, any of our obligations, you will be entitled to seek injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.
11. If we or one of our Affiliates have knowledge that a Representative or a Permitted Additional Recipient has breached its obligations in respect of Confidential Information (a **Potential Claim**), then we shall promptly advise you. We also undertake to follow your instructions to pursue Potential Claims against such Representative or Permitted Additional Recipient.
12. We will comply with all applicable data protection laws and regulations. Where applicable (in particular if we receive access to and process personal data on behalf of you in connection with this Agreement and such processing is not yet covered by sufficient data protection obligations and a respective data processing agreement), we will enter into any required data processing or other data protection agreement with you.
13. This Confidentiality Undertaking will terminate (i) 3 (three) years after its Effective Date or (ii) upon the effectiveness of an Internship-related agreement, provided that such agreement contains confidentiality/non-disclosure provisions – whichever occurs earlier.
14. This Confidentiality Undertaking is governed by the laws of Sweden, and any applicable federal laws, excluding its conflict of laws provisions. For any dispute arising in connection with this Confidentiality Undertaking, we submit to the jurisdiction of the competent courts in Gothenburg, Sweden.

WINNIIO AB

Student Number: A023144824001

Signature: \_\_\_\_\_

Name

Nicolas Waern

Position:

CEO and Founder

Date:

May 19, 2025

Signature: \_\_\_\_\_

Name:

Mukul Kumar

Mukul Kumar

Position:

Intern

Date:

May 20, 2025