

## PERSONAL DECLARATION OF CONFIDENTIALITY

### Between

- (A) **ÄF-Industry AB**, corporate ID number **556224-8012**, hereinafter called "**AFRY**",  
and
- (B) **Subramanian Ganesan, 1990-09-15**, hereinafter called "the **Consultant**"

### Background

This Declaration of Confidentiality has been drawn up in consequence of the fact that the Consultant's employer (hereinafter called the Consulting Company) has signed a collaboration agreement with AFRY to carry out assignments on AFRY's behalf, in the course of which the Consultant may be granted access to confidential information and information classified as secret relating both to AFRY and to AFRY's clients.

### Confidentiality

The Consultant hereby personally undertakes that he/she will not, either while the assignment is being carried out or subsequently, reveal Confidential Information to unauthorised third parties or utilise such information for illegal or disloyal purposes. The Consultant further undertakes that he/she shall not use or circulate (even to authorised persons) any Confidential Information not directly required for the performance of the assignment, and shall ensure that everything concerning Confidential Information is stored and handled in such a way that no unauthorised person can have access to it.

The term "Confidential Information" in this Declaration of Confidentiality refers to all technical data, drawings, know-how, technologies, production, procedures, methods, processes, financial information, marketing plans, customers, prices, strategies, company developed and all other information belonging to AFRY or AFRY's clients which may be regarded as being of a confidential nature, and which the Consultant obtained from AFRY, AFRY's clients or from the Consulting Company in connection with the performance of the assignment. The above-mentioned provision applies irrespective of the method by which the information is made available (verbally, in writing or in any other form).

All documents or other material received by the Consultant shall be returned immediately on the conclusion of the assignment or when their return is requested by AFRY or the party which provided the documents or other material.

The Consultant's obligations in respect of the handling of Confidential Information shall not apply to information which the Consultant can demonstrate is covered by any of the following circumstances:

- a) information which, when it became available to the Consultant, had already been published or was in the public domain otherwise than by a breach of this Agreement by the Consultant, or
- b) information which, when it became available to the Consultant under the terms of this Agreement, was already known to the Consultant and in the Consultant's possession, or
- c) information passed to the Consultant after the date on which this Agreement was signed by a party which has the right to hold and divulge such information.

I hereby confirm through my electronic signature that I understand the content of this Declaration of Confidentiality and I hereby undertake that I will personally comply with and follow these provisions. I am aware that any breach of this Declaration of Confidentiality can involve personal liability and liability for damages.

If a new or prolonged collaboration agreement is signed between AFRY and Consultant's employer covering the original assignment, this Declaration of Confidentiality will continue to be valid between the parties.