

Appendix 3: Confidentiality Undertaking Template

Nordea

Nordea company name	Company number
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Recipient of Confidential Information

Name or Company name (hereinafter referred to as the "Recipient")	Company number/social security number (if applicable) Capgemini Sverige AB / 556092-3053
Street, box Gustavslundsvägen 131, Box 825	Contact person (if applicable) NA
Postal code and city 161 24 Bromma, Sweden	Telephone number (including area code) Tel: +91 6755 70 00 Ext: 223 6519

1. Background and scope

- 1.1 The Recipient hereby enters into this agreement on non-disclosure ("NDA") to provide a contractual basis for the release of Confidential Information by the Nordea Group in connection with the Recipient's provision of services to the Nordea Group as an employee of or a direct or indirect subcontractor to the entity supplying the services to the Nordea Group, or as an employee of any such subcontractor.
- 1.2 The Recipient understands that unauthorised disclosure of the Nordea Group's Confidential Information may lead to substantial economical and unquantifiable loss for the Nordea Group.

"Nordea Group" shall mean shall mean all domestic or international legal entities, which from time to time: (i) directly or indirectly control Nordea Bank AB (publ); or (ii) are controlled directly or indirectly by Nordea Bank AB (publ) or by an entity under (i).

Control shall be deemed to exist through direct or indirect ownership of more than fifty (50) percent of the nominal value of the issued equity share capital or of more than fifty (50) percent of the shares entitling the holders to vote for the election of directors or persons performing similar functions or right by any other means to elect or appoint directors or persons who collectively can exercise such control.

2. Definitions

"Confidential Information" shall mean any information of any nature disclosed by the Nordea Group in relation to the above, whether by act or omission and irrespective of the form of communication and irrespective of whether such information is retained in the form in which it was provided to the Recipient or is contained or reflected in notes or other documents prepared by the Recipient, and shall for the avoidance of doubt always include any and all information relating to the customers of any member of the Nordea Group.

Confidential Information shall, however, not include information, which the Recipient can establish:

- (a) was in the public domain prior to the disclosure by the Nordea Group;
- (b) later has become generally known to the public other than as a result of unauthorised disclosure by the Recipient;
- (c) has been independently developed by the Recipient without the aid or use of Confidential Information; or
- (d) that the Nordea Group has explicitly consented to not being considered confidential prior to or after disclosure.

Notwithstanding the above, information pertaining to any customer of a member for the Nordea Group shall, however, always be considered Confidential Information.

3. Obligations of the Recipient

The Recipient shall:

- (a) keep the Confidential Information in strict confidence at least commensurate with best industry practices in the relevant sector and shall use at least the same degree of care and discretion to avoid disclosure of such information, as the Recipient would use with its own confidential information;
- (b) provide the technical and organisational safeguards in handling and storing the Confidential Information necessary to prevent that the information may become known to any third party or become misused or where the Recipient of Confidential Information is a natural person and in the employment of a an entity supplying the services to the Nordea Group it shall comply with the technical and organisational safeguards provided by such entity;
- (c) use the Confidential Information only for the purposes for which it was provided to the Recipient;
- (d) not reproduce, distribute or communicate the Confidential Information in any manner or by any means, to a larger extent than strictly necessary for the purposes for which the information was disclosed. For the avoidance of doubt, the Recipient shall be entitled to reproduce the Confidential Information for the purpose of back-up to the extent that such back-ups are handled and stored with at least the same degree of care;

- (e) be entitled to disclose Confidential Information to its employees or representatives, including (but not limited to) colleagues, agents, attorneys, accountants, consultants, bankers and financial advisors, however, only to the extent necessary for the Recipient to fulfil its obligations towards Nordea, in order to obtain advice if a conflict arises between the parties, or as otherwise necessary to fulfil the purposes of the disclosure by Nordea, and subject to the Recipient accepting responsibility for such employees and representatives as had the Recipient acted or failed to act itself;
- (f) be entitled to disclose Confidential Information to third parties to the extent that: (i) such third party has signed a NDA with the Nordea Group containing similar provisions and for the same purposes as in this NDA; (ii) such third party is cooperating directly with the Recipient to perform obligations towards Nordea; and (iii) Nordea has been informed about such cooperation;
- (g) communicate to its employees (where applicable) and other representatives, who receive Confidential Information, the contents of this NDA, and take all reasonable steps to ensure that such employees or representatives comply with the obligations set out herein;
- (h) notify Nordea immediately, if the Recipient becomes aware of any unauthorised use or disclosure of the Confidential Information by its employees or representatives, and use its best endeavours to regain possession of the Confidential Information in question, to prevent its further unauthorised use and take all necessary steps to limit the consequences of such a breach of confidentiality;
- (i) immediately delete and/or return to the Nordea Group the Confidential Information and any copies hereof (including back-ups) upon request from the Nordea Group or when the Confidential Information is no longer necessary for fulfilling its obligations towards the Nordea Group, subject to any requirements by law for the Recipient to retain copies of the Confidential Information;
- (j) upon request furnish Nordea with a written statement from the Recipient's management (where applicable), stating that the Recipient has complied with its obligations to delete or return the Confidential Information;
- (k) comply with any statutory requirements with respect to the Confidential Information; and
- (l) comply with any instructions from Nordea from time to time with regard to the handling and use of the Confidential Information, or, where the Recipient does not wish to comply with such instructions, immediately return the relevant Confidential Information.

4. Intellectual Property

Nordea shall retain title to the Confidential Information and all copies or derivatives thereof. Except for the limited use of the Confidential Information authorised herein, Nordea grants the Recipient no copyright, patent, trademark, trade secret or other intellectual property rights over the Confidential Information.

5. Legal requirement to disclose

If the Recipient is requested or required by a court or other competent authority to disclose any Confidential Information, the Recipient shall (subject to any requirements to the contrary set out by law) promptly notify Nordea of such request or requirement in order to enable Nordea to seek an appropriate remedy and/or waive the Recipient's compliance with the provisions of this NDA.

Where the circumstances do not allow for such prior notification to Nordea, the Recipient shall reasonably act in the Nordea Group's best interests and to the extent possible limit any disclosure of the Confidential Information.

6. Breach of the NDA

The Recipient shall be liable for any direct loss or damages arising from its breach of its obligations under this NDA.

The Recipient acknowledges that parts of the Confidential Information, such as information relating to trade secrets or customers of entities in the Nordea Group, are subject to statutory confidentiality obligations, which apply directly to the Recipient and are separately sanctioned.

7. Termination and validity

The obligations under this NDA are binding for a period of five (5) years from the disclosure of the relevant Confidential Information, however, subject to any longer obligations following from relevant law.

8. Limitation of liability

Any information, whether confidential or not, provided by the Nordea Group shall be provided without warranties of any kind. Consequently, the Nordea Group shall not be liable for any damages arising out of the use of information disclosed hereunder, unless otherwise explicitly provided for. Nordea therefore explicitly disclaims the responsibility for the accuracy or correctness of such information or for such information presenting a complete and full picture of the relevant part of the Nordea Group's business, operations or processes etc. at the time of the disclosure or at any later time.

9. Severance

If any provision of this NDA is held invalid, illegal or unenforceable for any reason, that provision shall be severed and the remainder of the provisions of this NDA shall continue in full force and effect as if this NDA had been executed without the invalid provision.

10. Governing law and dispute resolution

This NDA shall be governed by and construed in accordance with the laws of Sweden without reference to principles of choice or conflicts of law.

Any dispute, controversy or claim arising out of or in connection with this NDA, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators.

The arbitration proceedings shall be conducted in the English language and take place in Stockholm, where any award shall be made. All information relating to the dispute, the arbitration

proceedings and the arbitration award shall be kept confidential by the arbitrators and the Parties.

Notwithstanding the above, the disclosing Party shall be entitled to seek injunctive relief, or to taking any other immediate action, that may only be sought from a competent court, if it so deems necessary.

11. Signatures

By signing below the Recipient agrees to be bound by this NDA.

City and date Mumbai,
Signature of Recipient
Name, printed