

Privacy Statement

Confidentiality

For the purpose of any Agreement entered with Stretch Evolve i Göteborg AB ("**Stretch Evolve**") "**Confidential Information**" means:

All documents, items or information in whatever form (written, oral, visual and electronic) disclosed by one party (the "**Disclosing Party**", and which, for the avoidance of doubt includes any representative, agent or employee of that Party) to the other Party (the "**Recipient Party**" and which, for the avoidance of doubt includes any representative, agent or employee of that Party) which, at the time of disclosure, is designated or marked to be "Confidential" or "proprietary" or words having similar effect; and

Any non-public, technical or business information, whether or not designated as "confidential" or "proprietary" or words having similar effect at the time of disclosure and including information disclosed in presentations by the Disclosing Party to the Recipient Party that the Recipient Party knows or should know that the Disclosing Party treats as confidential for any purpose, including but not limited to marketing plans, products, plans, business strategies, financial information, forecasts, personnel information, End User lists, Partner lists, trade secrets, inventions, formulas, processes, databases, ideas, computer programs and agreements.

Each Party agrees to hold the Disclosing Party's Confidential Information in strict confidence, to keep the Confidential Information secret and to use such Confidential Information solely for the fulfillment of this Agreement, including any auxiliary agreement. The Parties will hence not e.g.;

Disclose such Confidential Information to any third parties without the Disclosing Party's written consent;

Make any unauthorized use, or allow any third party to make any unauthorized use, of such Confidential Information;

Use the Confidential Information for own purposes and needs; or

Procure competence by recruiting the other Party's personnel.

Each Party shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the Disclosing Party. Without limiting the forgoing, each Party shall take at least those measures that it takes to protect its own confidential information of a similar nature.

Departure

The obligations under the section “Confidentiality” shall not apply to Confidential Information which:

Is rightfully known to the Recipient Party before or at the time that it is disclosed by the Disclosing Party and can be documented as such by the Recipient Party;

Is or becomes public knowledge other than as a direct or indirect result of the Confidential Information being disclosed in breach of this Agreement by the Recipient Party or anyone to whom the Recipient Party has disclosed the information;

Has been lawfully received by the Recipient Party from a third party without restriction on disclosure and without breach of this Agreement or any other confidentiality undertaking. The Recipient Party may however not disclose that such information also has been received from the Disclosing Party;

The Disclosing Party agrees in writing with the Recipient Party is not Confidential Information;

Can be documented by the Recipient Party to have been independently developed by the Recipient Party or by its employees, representatives or agents without any access to the Disclosing Party’s Confidential Information;

Has been disclosed pursuant to any order of any court of competent jurisdiction, any order of any competent judicial, governmental or regulatory body, the rules of any stock exchange on which the shares of either Party to this Agreement are listed, or the laws or regulations of any country with jurisdiction over the affairs of any Party to this Agreement;

Authority

The Recipient Party may disclose Confidential Information to its responsible employees, but only to the extent such disclosure is strictly necessary to carry out the purposes for which the Confidential Information was disclosed, and the Recipient Party agrees to instruct all such employees only to use such Confidential Information as allowed herein and not to disclose such Confidential Information to third parties, which includes any agents, representatives or consultants, without the prior written consent of the Disclosing Party.

Personal Data

Stretch Evolve shall process personal data in accordance with the Swedish Personal Data Act (Swedish Personuppgiftslagen, SFS 1998:204) and other applicable legislation for the protection of the personal integrity (including any other legislation implemented due to directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2017 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)).