

# CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("**Agreement**") is made

## BETWEEN:

- (1) Payer Financial Services AB:s bankruptcy estate, reg. no 556736-8724 (the "**Bankruptcy Estate**"); and
- (2) Name: \_\_\_\_\_ Reg./Soc. no \_\_\_\_\_  
 ("**The Recipient**")

The above parties to the agreement are hereinafter collectively referred to as "the Parties" and separately as "Part".

## 1. BACKGROUND

- 1.1. Payer Financial Services AB, 556736-8724, was declared bankrupt on 12<sup>th</sup> April 2024 by the District Court of Stockholm, Sweden. Johan Hörnberg, Advokatfirman Schjødt, was appointed as the Official Receiver of the Bankruptcy Estate.
- 1.2. The Recipient is interested in a possible acquisition by The Recipient of the assets in the Bankruptcy Estate (the "**Potential Transaction**"). The Recipient has requested certain information from the Bankruptcy Estate in relation to the evaluation of the Potential Transaction.
- 1.3. For the purposes of this Agreement, "**Confidential Information**" means all information (whether in written, oral, including transmitted during meetings, electronic, telephone or any other form) which is provided directly or indirectly by the Bankruptcy Estate and its representatives or by representatives of Payer Financial Services AB after the signing of this Agreement in relation to the Potential Transaction.

## 2. USE OF CONFIDENTIAL INFORMATION

The Recipient undertakes to use the Confidential Information solely for the purpose of evaluating the Potential Transaction, in order to decide whether The Recipient wants to acquire the assets in the Bankruptcy Estate, and not for any other purpose.

## 3. NON-DISCLOSURE

- 3.1. The Recipient undertakes not to disclose Confidential Information to third parties other than its representatives and only to the extent necessary to evaluate the Potential Transaction. The Recipient is not permitted to copy or in any other way reproduce Confidential Information without the prior written consent of the Bankruptcy Estate.
- 3.2. The Recipient undertakes to keep the Confidential Information secret and confidential and not disclose any of it to any person other than to those employees, officers, directors, or advisors who strictly require the Confidential Information in relation to the Potential Transaction ("**Representatives**").
- 3.3. The Recipient undertakes to ensure that each of its Representatives who receives Confidential Information is notified of, and observes, confidentiality in accordance with the Agreement and is responsible for any breach of the terms of this Agreement by any Representatives.
- 3.4. The Recipient undertakes to keep the Confidential Information and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party.

#### **4. RETURN OF CONFIDENTIAL INFORMATION**

- 4.1. Following the conclusion of this Agreement, The Recipient shall notify the Bankruptcy Estate of any material, including Confidential Information, which The Recipient want to receive in order to evaluate the assets and the Potential Transaction. The Recipient shall not have the right to make copies of the material, either digital or physical, without the Bankruptcy Estate's written consent.
- 4.2. If the Bankruptcy Estate has given a written consent, as described in section 4.1, the following shall apply. At the request of the Bankruptcy Estate, The Recipient shall without delay destroy or return any documents containing Confidential Information and delete all such Confidential Information from any computer systems, hard drives or other devices that contain such information. To the extent that Confidential Information is destroyed, The Recipient shall, as soon as possible, provide the Bankruptcy Estate with a written confirmation of such destruction.

#### **5. OWNERSHIP AND COMPLETENESS**

- 5.1. All Confidential Information shall continue to be the property of the Bankruptcy Estate and The Recipient does not acquire any rights to such Confidential Information.
- 5.2. The Recipient acknowledges that the obtained Confidential Information, as described above, is not intended to be complete and that no guarantees or commitments are made as to the accuracy, reliability, or completeness of the Confidential Information.
- 5.3. The Parties agree that neither the Bankruptcy Estate nor any of its connected persons; (a) has any obligation to provide information, further information, to update the information, or to correct any inaccuracies in it; (b) has any obligation to enter into or continue discussions or negotiations in respect of the Potential Transaction; or (c) has any liability to The Recipient, any Representatives or any other person resulting from the use of Confidential Information.

#### **6. DURATION**

- 6.1. The undertakings of the Parties in this Agreement shall survive until the date falling five (5) years from the date of this Agreement.

#### **7. LIABILITY**

- 7.1. The parties acknowledge that strict observance of this Agreement is of utmost importance and that unauthorized disclosure of Confidential Information to third parties may cause considerable damage or losses to the Bankruptcy Estate.
- 7.2. In the event of a breach of this Agreement, The Recipient shall pay to the Bankruptcy Estate any damages suffered, as either agreed between the Parties, or in absence of such agreement, finally determined by a court in accordance with this Agreement.

#### **8. GOVERNING LAW AND ARBITRATION**

- 8.1. This Agreement shall be governed by and construed in accordance with Swedish law.
  - 8.2. The courts of Sweden shall have exclusive jurisdiction over matters arising out of or in connection with this Agreement. The District Court of Stockholm (Sw. Stockholms tingsrätt) shall be the court of first instance.
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We agree to the terms of this Agreement set out above.

**Signed for and on behalf of  
PAYER FINANCIAL SERVICES AB:S BANKRUPTCY ESTATE**

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a large 'H' and a horizontal line extending to the right.

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Name: Johan Hörnberg

Title: Official Receiver of the Bankruptcy Estate

Date: 2024-04-17

**Signed for and on behalf of The Recipient**

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Name:

Title:

Date: