

## **Non-disclosure Agreement**

### **1 Parties**

This Non-disclosure Agreement (hereinafter Agreement) has been made on the date set out below between the undersigned individual (hereinafter the Consultant) and TietoEnator GMR Oy, business ID 1966836-9 (hereinafter TietoEnator) and SCYTL Secure Electronic Voting, S.A., business address Tuset 20 1-7, 08006 Barcelona, Spain (hereinafter ScytI).

TietoEnator and ScytI are hereinafter together called as "Companies".

### **2 Background**

Under the agreement entered into between Oikeusministeriö and TietoEnator the parties have agreed on an audit right regarding the software to be used in Kunnallisvaalit 2008 electronic voting pilot ("Audit"). Oikeusministeriö has requested the right to perform the Audit through use of third party consultants. The undersigned Consultant has been nominated by Oikeusministeriö as one of the persons to perform the Audit. One of the prerequisites of the right to perform the Audit is that the Consultant shall sign this personal non-disclosure undertaking and agree to abide by its terms and conditions.

### **3 Confidential Information**

During the Audit the Consultant will be provided with Confidential Information proprietary to Companies or third parties. All such information will be considered as Confidential Information under this Agreement.

Confidential Information includes any and all information, whether disclosed in written form, electronic form, visually, orally, by way of sample or any other way possible, disclosed directly or indirectly to the Consultant in connection with the Audit.

### **4 Act on the Openness of Government Activities**

The openness and confidentiality provisions of the Act on the Openness of Government Activities (621/1999) do not apply to the Consultant.

### **5 Confidentiality Obligations**

The Consultant agrees to keep Confidential Information received under this Agreement strictly confidential, and not to disclose it to any third party in contradiction with this Agreement.

The Consultant undertakes to treat all information that has come to his/her knowledge during the completion of the Audit and/or preparation of the Report as strictly confidential.

The Consultant agrees to restrict the use, disclosure and reproduction of Confidential Information solely to the purpose of performing the Audit and preparation of the Report, as defined in clause 9.

The Consultant agrees not to obtain more information than what is necessary for the completion of the Audit.

The Consultant agrees to keep all information received in a secure and private environment and to protect Confidential Information against any unauthorised use, dissemination or publication.

## **6 Information obligation**

Should the Consultant be compelled e.g. due to provisions of mandatory law or authority order to disclose Confidential Information, the Consultant shall promptly inform Companies of this before any Confidential Information is disclosed. If the Consultant is obliged to make a disclosure it shall only make a disclosure to the extent to which it is so obliged but not further or otherwise.

## **7 Return of Confidential Information**

The Consultant shall undertake to promptly terminate the use of and to return any and all Confidential Information (including copies, summaries, memorandums and reproductions thereof), in any form whatsoever, to TietoEnator when the use of Confidential Information is no longer needed for the Audit or preparation of the Report, or six (6) months has lapsed from the first day of the Audit, whichever is earlier. If the Confidential Information or the copies or reproductions of it cannot be returned, the Consultant undertakes to promptly destroy them. This obligation also includes any information or messages exchanged in relation to the Audit, including without limitations any email messages or internal notes.

## **8 Proprietary rights**

Disclosure of Confidential Information does not confer or grant to the Consultant any license to use Confidential Information for any other purpose than for the Audit and Report.

Companies do not warrant the accuracy or completeness of any information disclosed under this Agreement. All information is delivered on an "as is" basis, without a warranty of any kind.

## **9 Report**

On the basis of the Audit, the Consultant will in co-operation with other consultants nominated by Oikeusministeriö draw up a report on the results of the Audit ("Report") and provide the Report to Oikeusministeriö. Due to the Act on the Openness of Government Activities Oikeusministeriö and TietoEnator have agreed that no other documents, summaries or information, in any form whatsoever, will be provided by the Consultant to Oikeusministeriö than the Report. The Consultant undertakes to comply

with this provision and shall not provide Oikeusministeriö with any other statements, in any form whatsoever, than the Report prepared in co-operation with the other consultants nominated by Oikeusministeriö subject to similar confidentiality obligations than the Consultant.

The Report and its publicity is subject to a separate agreement entered into between TietoEnator and Oikeusministeriö and the Consultant has no right whatsoever to make any publications, press release, public or other statements with regard to the Audit or its content. The Consultant has the right to comment the Report only when the Report has been published by Oikeusministeriö and only the public version of the Report. The Consultant shall not disclose any Confidential Information.

No other exceptions to the confidentiality of the Report, than the ones provided by the mandatory provisions of the Act on the Openness of Government Activities, do exist.

## **10 Applicable law and arbitration**

This Agreement shall be governed by and interpreted in accordance with the substantive law of Finland. All disputes arising out or in connection with this Agreement shall be settled in the district court of Helsinki.

## **11 Validity and signatures**

This Agreement is executed by the signature of the Consultant. The representatives of the Companies do not sign this Agreement, but this Agreement shall become effective when signed by the Consultant.

Any adjustments or amendments to this Agreement must be made in writing.

Place and Date:

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**TietoEnator GMR Oy**

**ScytI Secure Electronic Voting S.A.**

### **The Consultant**

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Name of Consultant

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Signature