**NON-DISCLOSURE AGREEMENT (NDA)**

Between

**Vald. Birn A/S**

Frøjkvej 75

7500 Holstebro

CVR no. 26681111

(Entrepreneur)

and

**Name of Supplier**

Address of Supllier

CVR/CVN/DUNS no.

Xxxxxxxxxxxxxxxxx

(Recipient)

We hereby enter into a confidentiality agreement regarding confidential information (hereinafter the Information) that Recipient has received or will receive in connection with their role as a partner in a potential cooperation with Entrepreneur.

Recipient undertakes to observe absolute confidentiality about all information regarding:

**Business secrets, ideas, projects, products, descriptions, drawings, goods, tools, documents, production volumes and all other types of information,**

which Recipient is in possession of in cooperation with Entrepreneur or Entrepreneur's partners, be it oral, paper, electronic or other information. If any information is confidential, this information should be treated as confidential until Entrepreneur has notified otherwise.

Recipient undertakes to process the information so that it remains unavailable to unauthorized persons, and so there is no risk that unauthorized persons become aware of this information.

Recipient must not disclose information to employee, partner or the like, unless it is necessary or appropriate.

Recipient must instruct employees or the like, who gain access, in whole or in part, to the details contained in the Information, and before leaving the Information to others, they must be instructed on the confidentiality of the Information. Furthermore, the recipient undertakes not to disclose, copy or otherwise reproduce the Information without prior written consent from Entrepreneur.

Upon the request of Entrepreneur, the Recipient shall promptly return to the Entrepreneur documents or materials, including electronic files and data containing or otherwise reflecting confidential information of the Entrepreneur and not retain any copy, duplicate. Extract or reproduction in whole or in part, except for documents or materials which is mandatory by law or regulations to be archived for a certain time period. Upon request by the Entrepreneur, the Recipient shall promptly certify in writing that it has fully complied with its obligations under this paragraph.

The recipient is fully responsible for that the Information provided is not damaged or lost. Recipient is liable to Entrepreneur for any loss in breach of this agreement. Recipient is liable for damages and it also applies if the breach of the agreement is exercised by a third party who has been fully or partially been given access to the Information by the recipient.

This Agreement does not transfer or grant any license, directly or indirectly, under any patent, copyright or other intellectual property rights which are held by the disclosing party, and does not transfer or grant any other right to use confidential information for any other purpose than the purpose of the parties’ mutual business opportunity. Each party acknowledges and agrees that title to, and ownership of, confidential information including any and all intellectual property rights relating

thereto shall remain with the disclosing party. Any further developments and new intellectual property rights, including ideas, concepts, services or products, based on or arising from any confidential information disclosed under this Agreement, whether or not made or arising as part of the joint pursuit of the purpose and irrespective of whether it emanates from the work of either party separately or jointly, shall belong to and be the exclusive property of the party owning such confidential information.

This agreement does not include:

1. Technical information or other information that, at the time when Entrepreneur provided the Information to Recipient, was considered as well-known or known later, without Recipient being responsible.

2. Knowledge of the Information that has come to Recipient directly or indirectly through sources other than Entrepreneur.

Recipient’s duty of secrecy is valid for a period of 10 years from the date of signature of this agreement. As well as 10 years after receiving Information.

Entrepreneur may at any time cease any cooperation with Recipient in case of breach of the agreement. Any dispute shall be settled under Danish law with the Danish Maritime and Commercial Court in Copenhagen as a venue. This agreement is made in two original copies, one for each of the parties.

Holstebro, date år-måned-dag Supp. location, date år-måned-dag

Vald. Birn A/S Supplier name

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