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| --- |
| **non-disClosure agreement** |

The purpose of a Non-Disclosure Agreement (NDA) is to enable the Parties to discuss and assess the business opportunity. A non-disclosure agreement is a [legal](https://en.wikipedia.org/wiki/Law) [contract](https://en.wikipedia.org/wiki/Contract) between at least two [parties](https://en.wikipedia.org/wiki/Party_(law)) that outlines confidential material, knowledge, or information that the parties wish to share with one another for certain purposes, but wish to restrict access to or by third parties.

It is a contract through which the parties agree not to disclose information covered by the agreement. An NDA creates a confidential relationship between the parties to protect any type of confidential and proprietary information or [trade secrets](https://en.wikipedia.org/wiki/Trade_secret). As such, an NDA protects non-public business information.

***Important Information***

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**CONTENTS**

[1. Background 4](#_Toc468189658)

[2. Definitions 4](#_Toc468189661)

[3. undertakings by a Party 5](#_Toc468189669)

[4. Return of confidential information 5](#_Toc468189680)

[5. Rights to the confidential information 6](#_Toc468189684)

[6. DISCLAIMER 6](#_Toc468189686)

[7. contact 7](#_Toc468189689)

[8. representatives 7](#_Toc468189691)

[9. Disclosure 7](#_Toc468189694)

[10. duration 7](#_Toc468189697)

[11. breach and remedies 7](#_Toc468189700)

[12. LAW AND ARBITRATION 8](#_Toc468189705)

[13. SIGNATURES 9](#_Toc468189710)

This Non-Disclosure Agreement (NDA) is made on the ¦[date]| between

¦[Name]**|**

¦[Address]|

¦[City]|

[Country]

[Business Registration No.]

(hereinafter (“[●]”)

and

[Name]

[Address]

[City]

[Country]

[Business Registration No.]

(hereinafter (“[●]”)

and

[Name]

[Address]

[City]

[Country]

[Business Registration No.]

(hereinafter (“[●]”)

and

[Name]

[Address]

[City]

[Country]

[Business Registration No.]

(hereinafter (“[●]”)

(collectively the “Parties” and individually the “Party”)

# Background

## ¦The purpose of this Non-Disclosure Agreement (“Agreement” is to enable the Parties to discuss and assess the following business opportunity: [Insert short description of the project] (the “Purpose”).

## In the course of considering the Purpose, the Parties will disclose Confidential Information as defined below to each other.

# Definitions

## “Affiliate” shall mean with regard to any person any other person controlling, controlled by or under common control with such person. A “person” shall mean any legal entity or an individual.

## “Confidential Information” shall mean:

### the fact that considerations and discussions or negotiations are taking place concerning the Purpose and the terms, conditions and other facts with respect thereto, including the status thereof; and

### any and all financial, technical, operational, administrative, business, corporate, commercial and any other information and data whatsoever relating to each Party, which is provided to a Party, its Affiliates or its Representatives by the other Party or its Representatives whether before or after the execution of this Agreement, and any and all notes, analyses, compilations, studies and other documents, whether prepared by a Party or others, containing, reflecting or otherwise derived from the said Information.

### “Information” shall mean information in whatever form, including, without limitation, all data, proposals and plans whether in writing, conveyed orally or by electronic transfer by any media.

## “Purpose” shall mean the evaluation by a Party of the Confidential Information only in order to determine whether the Party would be interested in good faith discussions and negotiations between the Parties with a view to entering into cooperation and use by a Party during any such good faith discussions and negotiations, if any.

## “Representatives" shall mean a person’s directors, officers, employees, agents, or professional advisers.

# undertakings by a Party

## Each Party undertakes to keep the Confidential Information strictly confidential, and not to disclose the Confidential Information or any part thereof, to any natural or legal person other than those of its Representatives who strictly need to know such information to consider the Purpose.

## Any disclosure of Confidential Information to Representatives shall be subject to information being given to such persons of the confidential nature of the information, and instructions being given to the same by a Party to treat such information confidentially in accordance with the terms of this Agreement.

## Each Party undertakes to use the Confidential Information solely for the Purpose and only to the extent the achievement of the Purpose requires it. In particular, each Party undertakes not to make use of the Confidential Information for any purpose that is directly or indirectly detrimental to the other Party, or which would procure any competitive or commercial advantage to a Party.

## Each Party undertakes to ensure that the Confidential Information will be held in strict confidence and safe custody and at the very least exercise the same standards of care as it exercises towards its own Confidential Information.

## Each Party will not make any copy, extract or other reproduction (regardless of format) containing Confidential Information or authorise any other person to do so, except (i) for copying solely for purposes of supplying Confidential Information to persons to whom disclosure of such information is expressly permitted by this Agreement, or (ii) with the prior written consent of a Party (or such persons to whom such powers may have been delegated).

## Confidential Information shall not include Information:

### that was generally and freely available to the public at the time of its disclosure or subsequently becomes generally and freely available to the public other than as a result of any non‑compliance with the terms of this Agreement;

### is disclosed to a Party, its Affiliates or its Representatives by a third party who is lawfully in possession thereof and has a lawful right to make disclosure to the general public;

### was in the possession of a Party or its Representatives (as evidenced by written material) prior to its disclosure in connection with the Purpose;

### is required to be disclosed pursuant to legislation, applicable accounting or stock exchange regulations or by order of a court of competent territorial and subject matter jurisdiction and then such disclosure shall be subject to clause 9.

# Return of confidential information

## Each Party shall keep a record of the Confidential Information provided to it, its Affiliates or its Representatives.

## Upon a disclosing Party’s written request, the receiving Party shall (and shall ensure that its Affiliates and Representatives shall) at the option of the disclosing Party (i) return all Confidential Information in its possession; (ii) destroy all notes, memoranda or other material prepared by the receiving Party, its Affiliates or any of its Representatives based on the Confidential Information; and/or (iii) delete all Confidential Information from any IT-system, computer or other device containing Confidential Information, except that the receiving Party shall not be required to delete Confidential Information from its back-up computer systems, tapes, records or such records retained to comply with applicable law.

## In addition to the above, a receiving Party shall provide to the disclosing Party within fourteen (14) day’s from the disclosing Party’s request a certificate confirming the other Party’s compliance with this clause 4.

# Rights to the confidential information

## Each Party reserves any and all rights in and to the Confidential Information so supplied and no other rights are granted than those expressly granted herein.

# DISCLAIMER

## Each Party hereby explicitly acknowledges that nothing in this Agreement shall be construed as an obligation for the other Party to affect the Purpose and that such obligation only shall be binding upon a Party pursuant to a written, definitive and duly executed agreement covering such Purpose.

## Each Party acknowledges and agrees that the Confidential Information is provided "as is" and without any warranty, express or implied, of any kind, including, without limitation, as to the accuracy or completeness of the Confidential Information. A Party shall not be liable for any damages arising out of the other Party’s use of the Confidential Information.

# contact

## Without the prior written consent of a Party (or such persons to whom such powers may have been delegated), the other Party, its Affiliates or its Representatives will not initiate or otherwise engage in any communication with any shareholder, director, officer, employee, adviser, agent, customer, business partner or competitor of the Party for purposes of obtaining or discussing any information relating to the Party or the Purpose.

# representatives

## Each Party shall ensure that its Representatives comply with the terms of this Agreement and each Party is responsible for any breach of the terms of this Agreement by its Representatives and Affiliates.

## Each Party shall procure that its Representatives agree to be bound by this Agreement as if they were parties hereto. Upon request from a Party, the other Party shall furnish the Party with a list of all Representatives to whom the Confidential Information has been disclosed and shall document that the Representatives have accepted to be bound by the confidentiality undertakings in this Agreement.

# Disclosure

## Neither Party may, without the prior written consent of the other Party, disclose or publicly announce that discussions are or have been held between the Parties for the Purpose.

## If either Party is compelled by law or a competent regulatory authority to make such an announcement, or to disclose Confidential Information, such Party shall first notify the other Party and comply with the other Party’s reasonable requests as to the terms of the announcement or disclosure.

# duration

## The obligations set out in this Agreement shall be in force from the date of signature and as long as the discussions between the Parties concerning the Purpose continues.

## In the event of the termination of discussions or negotiations relating to the Purpose, the obligations set out in this Agreement shall continue in full force and effect notwithstanding the return or destruction of the Confidential Information and any copies thereof.

# breach and remedies

## A Party shall immediately after becoming aware thereof notify the other Party of any breach of this Agreement by a Party, its Affiliates or its Representatives.

## A Party shall indemnify the other Party on demand against each loss, liability and cost it or they incur as a result of any breach by the Party or by the Party’s Representatives or Affiliates of the provisions of this Agreement (including, without limitation, each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability). Nothing contained herein shall be construed as prohibiting the Party from pursuing any other remedies available to it.

## **[**Without affecting any other rights or remedies, each Party acknowledges and agrees that damages alone would not be an adequate remedy for any breach by a Party or its Representatives or Affiliates of any of the provisions of this Agreement. Without prejudice to any other rights of a Party, including the right to claim compensation for any financial losses, the other Party shall in case of breach be liable for liquidated damages payable to the Party in the amount of [DKK] [amount] for each breach of the Party’s obligations under this Agreement. For continuing breaches, the liquidated damages shall be payable at the beginning of each month of the breach.**]**

## A Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement without being required to provide security for damages.

# LAW AND ARBITRATION

## This Agreement and any dispute or claim arising out of or in connection with this Agreement, including but not limited to disputes or claims regarding the existence, validity, interpretation or termination hereof, shall be governed by and construed in accordance with the laws of Denmark.

## Any dispute in connection with this Agreement shall be finally settled by arbitration in accordance with the rules of the Danish Institute of Arbitration (Danish Arbitration). The arbitration procedure shall take place in [●] and shall be carried out in the [English] language.

## The proceedings and any award shall be kept confidential.

## Notwithstanding clause 12.2, a Party shall be entitled to lodge a request for injunctive relief with the ordinary courts.

# SIGNATURES

## This Agreement is signed in [●] original copies, one for each of the Parties.

|  |  |  |
| --- | --- | --- |
| ¦[Place]|, on ¦[Date]|: |  | ¦[Place]|, on ¦[Date]|: |
| For ¦[Part1]|: |  | For ¦[Part2]|: |
|  |  |  |
|  |  |  |
|  |  |  |
| ¦[Name and Title]| |  | ¦[Name and Title]| |

|  |  |  |
| --- | --- | --- |
| ¦[Place]|, on ¦[Date]|: |  | ¦[Place]|, on ¦[Date]|: |
| For ¦[Part3]|: |  | For ¦[Part4]|: |
|  |  |  |
|  |  |  |
|  |  |  |
| ¦[Name and Title]| |  | ¦[Name and Title]| |