



# NON-DISCLOSURE AGREEMENT (NDA)

Between

**Vald. Birn A/S**

Frøjkvej 75

7500 Holstebro

CVR no. 26681111

(Company A)

and

**Name of Supplier**

Address of Supplier

CVR/CVN/DUNS no.

XXXXXXXXXXXXXXXXXX

(Company B)

This Non-Disclosure Agreement governs the disclosure and use of Confidential Information between Company A and Company B (hereinafter the Companies).

The two Companies enter into a confidentiality agreement regarding Confidential Information being shared that the disclosing Company considers to be proprietary and confidential to itself.

The Companies agree that the Confidential Information of a Company might include, but not be limited to that Company's:

- Business secrets, plans, methods and practices.
- Personnel, customers and suppliers.
- Inventions, processes, products, patent applications and other proprietary rights.
- Specifications, drawings, sketches, models, samples, tools, computer programs, production volumes, technical information or other related information.

which the Companies have shared, be it orally, by e-mail, written correspondence or other means of communication. All information being shared should be considered as Confidential Information and should be treated as such, until either Company has notified otherwise.

The Companies undertakes to process the Confidential Information so that it remains unavailable to unauthorized persons, and so there is no risk that unauthorized persons become aware of this information. The Companies must refrain from disclosing such Confidential Information to any contractor or other third party without prior, written approval from the disclosing Company.

The recipient must instruct employees or the like, who gain access, in whole or in part, to the details contained in the Confidential Information, and before leaving the Confidential 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 Confidential Information without prior written consent from the discloser.

Upon the request of the discloser, the recipient shall promptly return to the discloser documents or materials, including electronic files and data containing or otherwise reflecting confidential information of the discloser 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. This is also valid in case of bankruptcy. Upon request by the discloser, the recipient shall promptly certify in writing that it has fully complied with its obligations under this paragraph.

The recipient is fully responsible for the Confidential Information provided not being damaged or lost. The recipient is liable to the discloser for any loss in breach of this agreement. The 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 Confidential 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. It does not transfer or grant any other right to use confidential information for any other purpose than the purpose of the company's mutual business opportunity. Each Company 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 Company separately or jointly, shall belong to and be the exclusive property of the Company owning such confidential information.

This agreement does not include:

- Technical information or other information that, at the time when the discloser provided the Information to recipient, was considered as well-known or known later, without recipient being responsible.
- Second knowledge of the Confidential Information that has come to recipient directly or indirectly through sources other than the discloser.

The 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 Confidential Information during the cooperation.

The discloser may at any time cease any cooperation with the 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 Companies.

Holstebro, date år-måned-dag

Supp. location, date år-måned-dag

Vald. Birn A/S

Supplier name

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