**NON-DISCLOSURE AGREEMENT**

This non-disclosure agreement (the “**Agreement**") is entered into on between having its registered address at and registered with the business registration number [[1]](#footnote-1) (“Recipient”) and DR, having its registered address at Emil Holms Kanal 20, 0999 København C, Denmark and registered with the Danish Business Authority with business registration number 62786515.

Recipient and DR are hereinafter referred to individually as a “Party” or collectively as the "Parties".

**PREAMBLE**

**Whereas**, the Parties intend to engage in discussions concerning potential collaboration and tender of DRs cyber insurance program (the “**Purpose**”);

**Whereas**, as part of such discussions DR and its Representatives (as defined below) will disclose to Recipient and its Representatives certain proprietary and conﬁdential information; and

**Whereas**, the Parties desire that such information shall be kept strictly conﬁdential.

**NOW THEREFORE**, the Parties agree to the Preamble and further agree as follows:

1. **Definitions**

"**Confidential Information**" means any information which DR, its Affiliates or Representatives has, directly or indirectly disclosed to the Recipient or the Recipient's Representatives in connection with the Purpose, whether before, on or after the date of this Agreement and irrespective of the medium through which such information is provided, including orally, visually or in writing (both physically, electronic or by any web-based type of communication). Conﬁdential Information shall include, without limitation, (i) any kind of business, commercial or technical information (including but not limited to technical processes, specifications, instrumentation, formulae, essays, manufacturing methods, development), sales and marketing information and strategies, or data and any copies or abstracts made thereof, (ii) all notes or other documents prepared by the Recipient or the Recipient‘s Representatives based, in whole or in part, on any such disclosed information, (iii) the existence of this Agreement, and (iv) the fact that discussions regarding the Purpose are taking place. Notwithstanding the foregoing, Confidential Information shall not include such information that (i) was, as evidenced by written records, in the Recipient’s possession without confidentiality obligation prior to receipt from DR, (ii) is at the time of disclosure already in the public domain or subsequently becomes available to the public other than by breach of this Agreement by the Recipient or by breach of the corresponding obligations of its Representatives, (iii) is lawfully obtained by the Recipient from a third party, provided, that such third party is not in breach of any conﬁdentiality agreement, or (iv) has been approved for release in writing by DR.

"**Afﬁliate**" means any corporation, company or other entity, which, directly or indirectly, controls, is controlled by or is under common control with a Party. For purposes of this deﬁnition "control" shall mean (i) the ownership of a majority of the equity interests or voting rights in an entity, (ii) the right to appoint the majority of the board of directors (or similar governing board, as applicable) of such entity, or (iii) otherwise having the legal power to direct or cause the direction of the general management and policies of that party, whether through the ownership of voting capital, by contract or otherwise.

“**Representatives**” means the directors, ofﬁcers or employees of one Party involved in the Purpose.

1. **Conﬁdentiality**
	1. All Conﬁdential Information;
2. shall be used by the Recipient exclusively for the Purpose;
3. shall not be distributed or disclosed in any way or form by the Recipient to anyone except to those of its Representatives who reasonably need to know such Conﬁdential Information for evaluating the Purpose, and who are informed of the conﬁdential nature of the disclosed information;
4. shall be kept conﬁdential by the Recipient with the same degree of care as is used with respect to the Recipient’s own conﬁdential information of similar nature to avoid disclosure to any third party, theft, damage, loss or unauthorized access, but at least with reasonable care; and
5. shall always remain the sole property of DR.
	1. Notwithstanding the foregoing, the Recipient may if required by mandatory law, disclose such Confidential Information provided that (a) written notice of such requirement, if and to the extent permissible by mandatory law, is given without undue delay, and in advance of such disclosure, to DR so as to give DR an opportunity to intervene, (b) the Recipient uses reasonable efforts to obtain assurance that the Confidential Information will be treated as conﬁdential by such authority and (c) the Parties shall to the extent permissible by law and practically possible seek to agree on the content of such required disclosure.
6. **No License or Rights**
	1. Nothing in this Agreement shall give the Recipient, its Affiliates or Representatives any right, title, license or interest whatsoever in or to the Confidential Information or in or to any existing or future patents, know-how, trade secrets, inventions, trademarks, copyrights or other intellectual property in- or arising from the Confidential Information.
7. **No warranty; Limitation of Liability**
	1. The recipient acknowledges and agrees that the confidential information is provided “as is” and without any representation or warranty. Neither the disclosing party nor any of its affiliates or representatives are liable for any damages arising out of the recipient’s use of, reliance upon, or interpretation of any of the confidential information or for any mistakes, errors, inaccuracies or omissions therein.
8. **Duration**
	1. This Agreement shall come into force upon execution by both Parties and shall continue for two (2) years unless either Party provides written notice of termination to the other Party.
	2. Except as explicitly set forth in this Agreement, each receiving Party must retain in confidence all the Confidential Information provided under this Agreement for a period of three (3) years from the date of expiry or termination of this Agreement.
	3. The rights and obligations of the Parties which have accrued prior to expiry or termination shall, however, survive the termination of this Agreement.
9. **Return**
	1. Upon written request of DR, at any time, the Recipient shall destroy all Confidential Information, and the Recipient shall cause its Representatives to comply with such obligations. Upon written request of DR, the Recipient shall confirm in writing (email being acceptable) that all such Conﬁdential Information as well as any copies thereof have been destroyed.
10. **Remedy and Liability**
	1. Any breach by either Party of the obligations under this Agreement may, in addition to any other remedies available according to applicable law, including the right to claim damages, be met with a right to seek injunctive relief against the breaching Party.
	2. Each Party shall be liable for acts or omissions of its Representatives resulting in unauthorized distribution, use and/or disclosure of Confidential Information as if such acts or omissions had been its own acts or omissions.
11. **Governing law and Venue**
	1. This Agreement shall be subject to the laws of Denmark. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall, unless amicably settled between the Parties, be ﬁnally settled by the courts of Denmark.
12. **Miscellaneous**
	1. No modification to, amendment of, or waiver of any provision of this Agreement will be binding unless made in writing and signed by duly authorized representatives of the Parties.
	2. Each Party shall (and shall procure that each of its relevant Representatives shall) comply with their respective obligations under all data protection regulation in relation to all personal data and Confidential Information that is processed by it while performing its obligations under this Agreement.
	3. Neither Party shall assign its rights under this Agreement to any third party without the prior written consent of the other Party.
	4. The partial or entire invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Date Titel and signature (Recipient)

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Date Titel and signature (DR)

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1. Business registration number can be left out, if not available [↑](#footnote-ref-1)