

Confidentiality Agreement (NDA)

Between **The Inventor who accepts this agreement**

Hereinafter referred to as “the Inventor”

and

**Innovation Aid A/S
Herstedvej 2E, 2620 Albertslund**

Hereinafter referred to as “the Recipient”

The following confidentiality agreement (NDA) is entered into regarding confidential information that the Recipient has received or will receive from the Inventor:

1. **Under this agreement, the Inventor will present technical information, know-how, and experience regarding a specific idea/invention (hereinafter referred to as “the Invention”).**
2. The Recipient undertakes to keep all information confidential, including knowledge, technology, and business ideas concerning the Invention, which the Recipient becomes aware of through the Inventor, regardless of the form in which such information is communicated (hereinafter referred to as “the Information”).
3. The Recipient is not entitled to use the Information for any purpose other than evaluating the commercial potential of the Invention, unless a written agreement has been made with the Inventor.
4. The Recipient undertakes to limit disclosure of the Information to employees within the same corporate group to an absolute minimum, based on what is necessary for evaluating the Invention and appropriate with regard to confidentiality. Before sharing the Information with such employees, they must be instructed about the confidential nature of the Information.
5. If the Recipient, for the purpose of evaluating the Information, wishes to disclose it wholly or partially to someone who is not employed within the same corporate group and therefore not covered by this agreement, the Recipient must obtain the Inventor’s consent. The new recipient must sign a confidentiality agreement identical to this one before receiving the Information.
6. The Recipient must keep a record of employees who gain full or partial access to the Information. This record must be made available to the Inventor upon request.
7. This agreement does not apply to information that:
 - At the time it was disclosed by the Inventor was already publicly known, or later becomes publicly known without fault of the Recipient.
 - Was already known to the Recipient at the time this agreement was entered into; in such cases, the Recipient must immediately notify and document this to the Inventor.
 - Results from independent work by the Recipient’s employees either prior to this agreement or by employees who did not have access to the Information.
 - Has come into the Recipient’s possession lawfully, directly or indirectly, from sources other than the Inventor.
8. The confidentiality obligation under this agreement applies from the time the Information is transferred from the Inventor to the Recipient.
9. The Recipient is liable to compensate the Inventor for any losses caused by breach of this agreement in accordance with general Danish law.
10. Any disputes concerning this agreement shall be settled in Danish courts.

Innovation Aid A/S

The Inventor