

Non-Disclosure Agreement



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Non-disclosure of confidential information

Confidential information

"Confidential Information" means any proprietary information that is clearly marked as 'confidential' disclosed in writing by the disclosing party, or categories of information deemed as confidential hereunder:

Confidential information relates to Disclosing Party's business (including without limitation, business plans, financial data, customer and consumer information, including personal information, marketing plans, etc.), technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, software, etc. whether or not covered by copyright or any other intellectual property right), products, services, trade secrets, know-how, formulas, processes, ideas, and inventions (whether or not patentable) which should be reasonably understood by Receiving Party as the confidential or proprietary information of Disclosing Party.

Confidential Information does not include any information that Receiving Party can document: (i) is or becomes generally known to the public without fault of Receiving Party; (ii) was in its possession without any obligation of confidentiality prior to receipt thereof from Disclosing Party; (iii) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party; or (iv) is rightfully obtained by Receiving Party from a third party without any obligation of confidentiality to Disclosing Party.

Nondisclosure Obligations

Confidential Information of each party ("*Disclosing Party*") may be used by the other party ("*Receiving Party*") solely for the purpose of fulfilling obligations and activities within the scope of the Parties mutual cooperation and must not be used for any other purpose ("*Purpose*"). For a period of five (5) years following the date of disclosure by Disclosing Party, Receiving Party will hold Disclosing Party's Confidential Information in strictest confidence and must not use or disclose Disclosing Party's Confidential Information without the prior written consent of Disclosing Party, which consent will not be unreasonably withheld or delayed. Receiving Party shall take all reasonable measures to protect the Confidential Information of Disclosing Party from becoming known to the public or falling into the possession of persons other than those persons authorized to have any such Confidential Information, which measures will include the highest degree of care that Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. Each party may disclose the other party's Confidential Information to its employees, contractors and Affiliates who have a legitimate "need to know," have been advised of the obligations of confidentiality under this Agreement and are bound to obligations of confidentiality substantially similar to those set out in this Agreement.

Nothing in this Agreement will prohibit Receiving Party from disclosing Confidential Information of Disclosing Party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding ("*Required Disclosure*"); provided that Receiving Party shall: (i) give Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (ii) cooperate with Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto; and (iii) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

General Provisions

All Confidential Information of Disclosing Party is and will remain the property of Disclosing Party. Nothing contained in this Agreement will be construed as granting or conferring any rights by license or otherwise, either express, implied or by estoppel, to any Confidential Information of Disclosing Party, or under any patent, copyright, trademark or trade secret of Disclosing Party. Receiving Party must not copy, alter, modify, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information and must not remove, overprint, deface or change any notice of confidentiality, copyright, trademark, logo, legend or other notices of ownership from any originals or copies of Confidential Information it receives from the Disclosing Party.

This Agreement will continue from the Effective Date for the period of cooperation between the parties and a period of three (3) years after expiration of the cooperation. The parties' obligations under Section 2 will survive any termination or expiration of this Agreement. At expiration Receiving Party must cease all use of and upon request from Disclosing Party return to Disclosing Party all copies or extracts of Disclosing Party's Confidential Information, in any medium, or certify, in writing by an authorized officer of Receiving Party, the destruction of the same to Disclosing Party. Nothing contained herein shall require the destruction or purging of Confidential Information maintained on routine computer system backup tapes, disks or similar storage devices.

Receiving Party must not assign or transfer this Agreement or any of its rights hereunder or delegate any of its obligations hereunder (whether by merger, acquisition, or operation of law) without the prior written consent of Disclosing Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, AMC may assign this Agreement to any of its Affiliates. "*Affiliates*" means, with respect to any legally recognizable entity, any other such entity directly or indirectly Controlling, Controlled by, or under common Control with such entity. "*Control*" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a legally recognizable entity, whether through the ownership of more than fifty percent (50%) of the voting shares, by contract, or otherwise; but in any such case, such entity shall be deemed to be an Affiliate only so long as such Control exists. No permitted assignment will relieve the Receiving Party of its obligations hereunder with respect to Confidential Information disclosed to it prior to such assignment. Any assignment in violation of this Section 3 will be void. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon the parties, their permitted successors and permitted assigns.

Nothing in this Agreement will be construed to require Disclosing Party to disclose any Confidential Information to Receiving Party or to negotiate or enter into any business transaction with Receiving Party.

Any notice under this Agreement must be in writing and will be effective only if it is delivered by e-mail, hand or mailed, certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate party at its address set forth on the first page of this Agreement.

This Agreement will be construed and governed by the laws of Denmark, without giving effect to principles of conflicts of law or choice of law that would cause the substantive laws of any other jurisdiction to apply. The parties hereby submit to the personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement must be brought solely in first instance in the City Court of Copenhagen.

Notwithstanding the foregoing, either party will at all times have the right to commence proceedings in any other court of its choice with the appropriate jurisdiction for interim injunctive relief. If any legal action or proceeding is commenced in connection with any dispute arising under, relating to or otherwise concerning this Agreement, the prevailing party, as determined by the court, will be entitled to recover its attorneys' and experts' fees and all costs and necessary disbursements actually incurred in connection with such action or proceeding.

This Agreement constitutes the entire agreement between the parties with respect to Non Disclosure and the subject matter hereof and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. It will not be modified except by a written agreement signed by both parties.

This Agreement is executed by both the parties and each signed Agreement will be deemed an original, but all of which together will constitute one and the same agreement.