

TLP:AMBER

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defecia.dk

# Non-Disclosure Agreement NDA

Revision	X.X	Classification	TLP:AMBER
Agreement date	[DATE]	Governing law	Danish law

**TEMPLATE  
GUIDANCE**

*This template is governed by Danish law and EU regulations. It must be adapted to your organisation's specific needs. The 'Notice of Immunity' clause from the original (US federal law) has been replaced with EU/Danish equivalents. Have Legal Counsel review before use. Remove all TEMPLATE GUIDANCE boxes before signing. Email updated to [xleb@defecia.dk](mailto:xleb@defecia.dk).*

## Version History

Version	Date	Author	Change Description
1.0			Initial version

## PARTIES

This Non-Disclosure Agreement ("Agreement") is entered into as of [DATE] by and between:

DISCLOSING PARTY	
Company name	defecia.dk
CVR number	[CVR-nr.]
Registered address	[Address, Postal Code, City, Denmark]
Represented by	[Name, Title]
Contact email	xleb@defecia.dk

## RECEIVING PARTY

Company name	[Receiving Party Name]
CVR / Org. number	[CVR-nr. or national company registration number]
Registered address	[Address, Postal Code, City, Country]
Represented by	[Name, Title]
Contact email	[Email]

Each individually a "Party" and collectively the "Parties".

## BACKGROUND

The Parties wish to explore a potential business relationship or collaboration in connection with [brief description of the purpose, e.g. 'a cybersecurity incident response engagement', 'a penetration testing assignment', 'evaluation of a potential commercial partnership'] (the "Purpose").

In connection with the Purpose, it may be necessary for the Disclosing Party to share Confidential Information with the Receiving Party. The Parties have therefore agreed to enter into this Agreement to protect such information.

### 1. Definition of Confidential Information

For the purposes of this Agreement, "Confidential Information" means all information or material, in any form or medium, that is disclosed by the Disclosing Party to the Receiving Party in connection with the Purpose, and which:

- (a) is designated or marked as "Confidential", "Restricted", "TLP:AMBER", "TLP:RED", or with a similar classification at the time of disclosure; or
- (b) is transmitted orally, provided that the Disclosing Party identifies it as confidential at the time of disclosure and confirms it in writing within five (5) business days; or
- (c) a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, regardless of whether it is explicitly marked as such.

Confidential Information includes, but is not limited to: business plans, financial data, customer lists, technical data, source code, cybersecurity incident details, forensic analysis results, vulnerability information, trade secrets, intellectual property, pricing information, and personal data as defined under the GDPR.

#### GDPR NOTE

Where Confidential Information constitutes personal data under Regulation (EU) 2016/679 (GDPR), the processing of such data is governed by applicable data protection law. This Agreement does not replace any required Data Processing Agreement (DPA) under GDPR Article 28. A separate DPA must be concluded where the Receiving Party processes personal data on behalf of the Disclosing Party.

## 2. Exclusions from Confidential Information

The obligations under this Agreement do not apply to information that the Receiving Party can demonstrate:

- (a) was publicly known at the time of disclosure, or subsequently becomes publicly known through no act or omission of the Receiving Party;
- (b) was already in the lawful possession of the Receiving Party prior to disclosure by the Disclosing Party, free of any obligation of confidentiality;
- (c) was independently developed by the Receiving Party without use of or reference to the Confidential Information;
- (d) was received from a third party who was not under any obligation of confidentiality with respect to the information; or
- (e) is required to be disclosed by applicable law, regulation, court order, or order of a competent authority, provided that the Receiving Party (i) gives the Disclosing Party prompt written notice prior to disclosure where legally permitted, (ii) cooperates with the Disclosing Party to seek a protective order or other appropriate relief, and (iii) discloses only the minimum information required.

## 3. Obligations of the Receiving Party

The Receiving Party shall:

- (a) hold and maintain the Confidential Information in strict confidence and not disclose it to any third party without the prior written consent of the Disclosing Party;
- (b) use the Confidential Information solely for the Purpose and for no other purpose;
- (c) restrict access to the Confidential Information to those of its employees, contractors, advisors, and representatives who have a genuine need to know the information for the Purpose, and who are bound by confidentiality obligations at least as protective as those in this Agreement;
- (d) apply at least the same degree of care to protect the Confidential Information as it applies to its own confidential information of equivalent sensitivity, but in no event less than reasonable care;
- (e) promptly notify the Disclosing Party in writing upon becoming aware of any actual or suspected unauthorised disclosure or use of the Confidential Information; and
- (f) not copy, reproduce, or extract the Confidential Information except to the extent strictly necessary for the Purpose.

## 4. Duration and Survival

This Agreement shall enter into force on the date of signature by both Parties and shall remain in effect for a period of [ ] years, unless terminated earlier by written agreement of both Parties.

The confidentiality obligations set out in this Agreement shall survive the termination or expiry of this Agreement for a further period of [ ] years, or until the Confidential Information ceases to qualify as a trade secret under the Danish Trade Secrets Act (Lov om forretningshemmeligheder, Act no. 309 of 25 April 2018), whichever occurs first.

### TEMPLATE GUIDANCE

*Danish law: The Danish Trade Secrets Act (Lov om forretningshemmeligheder) implements EU Directive 2016/943. A typical NDA duration is 2–5 years. For cybersecurity and DFIR engagements, consider whether incident details have a shorter or longer sensitivity period. Have Legal Counsel advise on appropriate duration.*

## 5. Return and Destruction of Confidential Information

Upon written request by the Disclosing Party, or upon termination or expiry of this Agreement, the Receiving Party shall promptly:

- (a) return all tangible materials containing Confidential Information to the Disclosing Party; or
- (b) permanently delete or destroy all copies of Confidential Information in its possession or control, including electronic copies, and provide written confirmation of such deletion or destruction within ten (10) business days.

Notwithstanding the above, the Receiving Party may retain copies of Confidential Information to the extent required by applicable law or regulation, provided that such retained copies remain subject to the obligations of this Agreement.

## 6. No Licence or Transfer of Rights

Nothing in this Agreement shall be construed as granting the Receiving Party any licence, right, or interest in the Confidential Information, or in any intellectual property rights of the Disclosing Party, whether by implication, estoppel, or otherwise.

All Confidential Information remains the exclusive property of the Disclosing Party.

## 7. No Obligation to Disclose

Nothing in this Agreement obligates either Party to disclose any information, enter into any further agreement, or proceed with any transaction or business relationship. This Agreement does not constitute a partnership, joint venture, agency, employment, or other business relationship between the Parties.

## 8. Remedies

The Receiving Party acknowledges that any breach of this Agreement may cause the Disclosing Party irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Disclosing Party shall be entitled, in addition to any other remedy available under applicable law, to seek injunctive relief or other equitable remedies from a competent Danish court without the requirement to post bond or other security.

## 9. Whistleblowing and Regulatory Disclosure

Nothing in this Agreement shall prevent either Party from making disclosures that are required or protected under applicable law, including:

- (a) reporting suspected criminal activity to Danish law enforcement or relevant authorities;
- (b) making reports to the Danish Data Protection Authority (Datatilsynet) under GDPR Article 33 or 34;
- (c) making reports to a national competent authority under the NIS2 Directive (EU 2022/2555) or the Danish implementation thereof;
- (d) disclosures protected under the Danish Whistleblower Protection Act (Lov om beskyttelse af whistleblowere, Act no. 1436 of 29 June 2021); or
- (e) other legally required disclosures to competent authorities, courts, or regulators.

Any such disclosure shall be limited to the minimum information required and, where legally permitted, advance notice shall be given to the Disclosing Party.

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*This clause replaces the US-specific 'Notice of Immunity' clause from the original. It covers the Danish/EU equivalents: GDPR breach notification, NIS2 incident reporting, and the Danish Whistleblower Protection Act. Review with Legal Counsel to ensure alignment with your sector's specific regulatory obligations.*

## 10. Severability

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The Parties shall negotiate in good faith to replace the invalid provision with a valid provision that achieves, as closely as possible, the original intent of the Parties.

## 11. Entire Agreement and Amendments

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether oral or written, relating to the same subject matter.

This Agreement may not be modified or amended except by a written instrument signed by authorised representatives of both Parties.

## 12. Waiver

The failure of either Party to enforce any provision of this Agreement, or to exercise any right or remedy under this Agreement, shall not constitute a waiver of that provision, right, or remedy. No single or partial exercise of any right or remedy shall preclude any further exercise thereof or the exercise of any other right or remedy.

## 13. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Denmark, without regard to its conflict of laws principles.

Any dispute arising out of or in connection with this Agreement, including any dispute regarding its existence, validity, or termination, shall be subject to the exclusive jurisdiction of the Danish courts, with the Copenhagen City Court (Københavns Byret) as the court of first instance, unless the dispute qualifies for the Maritime and Commercial Court (Sø- og Handelsretten).

Notwithstanding the above, either Party may seek interim relief or injunctive measures from any court of competent jurisdiction.

### TEMPLATE GUIDANCE

*Governing law and jurisdiction updated from US law to Danish law. For international counterparties (non-Danish), consider whether arbitration (e.g. ICC, VIAC, or Danish Institute of Arbitration) is preferable to court proceedings. Have Legal Counsel advise for high-value or cross-border engagements.*

## SIGNATURES

Each Party confirms that it has read, understood, and agrees to be bound by the terms of this Agreement. Each Party represents that the person signing below is duly authorised to enter into this Agreement on behalf of the respective Party.

DISCLOSING PARTY	RECEIVING PARTY
<b>Company / Organisation:</b> defecia.dk	<b>Company / Organisation:</b> <i>[Receiving Party Name]</i>
<b>CVR number:</b> <i>[CVR-nr.]</i>	<b>CVR number:</b> <i>[CVR-nr.]</i>
<b>Authorised representative:</b> <i>[Name, Title]</i>	<b>Authorised representative:</b> <i>[Name, Title]</i>
<b>Signature:</b>  <hr/>	<b>Signature:</b>  <hr/>
<b>Date:</b> <hr/>	<b>Date:</b> <hr/>
<b>Place:</b> <hr/>	<b>Place:</b> <hr/>

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