



This **Non-Disclosure Agreement** (the “Agreement”) has been made on **[Insert Date]**.

Between:

- 1) **[Insert Client Name]** of **[Insert Address]** (“Client”); and
- 2) Riised A/S of Edithsvej 1, 2920 Charlottenlund, Denmark (“Riised”).

The parties set forth in 1-2 are hereinafter jointly referred to as the “Parties” and individually as a “Party”.

Introduction

For the purpose of website speed optimization services and other auxiliary services (the “Purpose”), Client may disclose certain Confidential Information to Riised. The Parties have agreed that disclosure and use of Confidential Information shall be made on the terms and conditions of this Agreement.

1. Definitions

In this Agreement “Confidential Information” means any and all Personal Data as defined under Art. 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”).

2. Confidentiality Undertaking

2.1. Riised undertakes to:

- 2.1.1. keep secret and hold in confidence any Confidential Information;
- 2.1.2. not, without the written consent of Client, use the Confidential Information for any purpose other than the Purpose, or such other purpose as may be agreed upon in writing between the Parties;
- 2.1.3. take all steps necessary to prevent Confidential Information from being disclosed or delivered to any other person or associate than those employees or advisers of Riised directly concerned with the Purpose;
- 2.1.4. see to it that all persons who receive Confidential Information on behalf of Riised are duly notified of this obligation of confidentiality.
- 2.1.5. collect and process information relating to the Purpose in accordance with Riised’s Privacy Policy and auxiliary policies and under consideration of the Danish Data Protection Act (Databeskyttelsesloven) (“DPA”) and GDPR.
- 2.1.6. the implementation and observance of all technical and organisational measures necessary for this Agreement in accordance with the DPA and GDPR.
- 2.1.7. regularly monitor internal processes as well as the technical and organisational measures to ensure that the processing is executed in accordance with the requirements of the DPA and GDPR and that all applicable Data Subject Rights are protected.

3. Permitted Disclosure

The confidentiality undertaking set forth in Cluse 2 shall not apply to any Confidential Information that Riised is required to disclose by law or by the rules of any regulatory body to which Riised is subject.

4. Return of Confidential Information

Riised shall, regardless of its medium, immediately destroy or return, as requested, all received Confidential Information upon written request from Client and Riised shall thereafter not use received Confidential Information for any purposes whatsoever. Riised undertakes to, upon request by Client, certify in writing that such destruction or return has occurred.

5. Injunctive Relief

Without limiting the remedies available to Client, Riised acknowledges that a breach of any of the covenants contained above may result in material irreparable injury to Client for which there is no adequate remedy at law, that it will not be possible to measure precisely damages for such injuries and that, in the event of such a breach or threat thereof, Client shall be entitled, without the requirement to post bond or other security, to obtain a temporary restraining order and/or injunction restraining Riised from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the covenants in this Agreement.

6. Term and Termination

This Agreement shall become effective on the day it has been duly signed by both Parties (the “Effective Date”). The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Purpose prior to the Effective Date. This Agreement shall remain in force for five years from the Effective Date.

7. Rights in Confidential Information

Except as specifically provided herein, this Agreement does not confer to Riised any right, title or interest in the Confidential Information.

8. Acknowledgment

When entering into this Agreement Riised acknowledges that: (a) this Agreement has been specifically bargained between the Parties; (b) Riised had the opportunity to review this Agreement; (c) the restrictions imposed are fair, reasonable, and necessary to protect the legitimate business interests of Client; and (d) such restrictions will not place an undue burden upon Riised’s livelihood in the event of enforcement of the restrictions described.

9. Entire Agreement

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous and contemporaneous negotiations and understandings between the Parties, whether written or oral.

10. Changes and Additions

Changes and additions to this Agreement, including to this provision, must be in writing and duly executed by all Parties.

11. Severance

If any provision of this Agreement is held to be invalid or unenforceable by any judicial or other competent authority, the remainder of that provision and all other provisions of this Agreement will remain in full force and effect and will not in any way be impaired.

12. Governing law and disputes

This Agreement shall be governed by and construed in accordance with the laws of Denmark, without regard to its choice of law provisions. Any dispute, controversy or claim arising out of, or in connection with, this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by the Courts of Denmark.

13. Electronic Signatures

Each party agrees that this Agreement herewith may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. For the purpose of clarity, the following shall qualify as electronic signature: a) Checking a box or a ‘click to accept’ button; or b) Typing a name; or c) Pasting an image of a signature; or d) Drawing a name or initial with a stylus or by hand on a touchpad; and e) Electronically signing using an available third-party software application.

This Agreement has been duly executed in two original copies on the date as set forth above, of which the Parties have taken one copy each.

SIGNED by [Insert Name] for and on behalf of [Insert Client Name]



SIGNED by Kim Rosendal for and on behalf of Riised