Version 1.0 · Last updated: 29 October 2026

Mutual Confidentiality Agreement (NDA)

Between

Name: _____

CVR (Business Reg. No.): _____

Address: _____

hereinafter the “Customer”

and

Name: Senbee A/S
CVR (Business Reg. No.): 45638154
Address: Åbogade 15, 8200 Aarhus N, Denmark
hereinafter “Senbee”

Senbee and the Customer are collectively referred to as the “Parties” and individually as a “Party”.

1. Purpose

The purpose of this confidentiality agreement is to protect confidential information exchanged between the Parties in connection with dialogue, clarification, tendering/quotations, cooperation, pilot, delivery and/or other evaluation of possible services or solutions (the “Purpose”).

2. Confidential Information

“Confidential Information” means all information, regardless of form (written, oral, digital, visual), that one Party (the “Disclosing Party”) makes available to the other Party (the “Receiving Party”), including but not limited to:

- technical information, architecture, source code, integrations, security matters
- business information, pricing, offers, draft agreements, plans
- operational matters, processes, know-how, methods
- information about users, employees, customers, suppliers
- any documentation, material or data provided under the Purpose

Information is considered confidential whether or not it is marked as such, where it by its nature should reasonably be understood as confidential.

3. Exclusions

Confidential Information does not include information that the Receiving Party can document:

a) was publicly known at the time of receipt, or later becomes publicly known without breach of this agreement,
b) was lawfully in the Receiving Party’s possession prior to receipt,
c) is lawfully received from a third party without a confidentiality obligation, or
d) is independently developed by the Receiving Party without use of the Confidential Information.

4. Obligations of the Receiving Party

The Receiving Party shall:

- treat Confidential Information as strictly confidential and with at least the same degree of care as it uses for its own confidential information (and at a minimum with customary professional care),
- use Confidential Information solely for the Purpose,
- limit access to Confidential Information to employees and advisors with a legitimate need to know, and ensure they are subject to confidentiality obligations.

The Receiving Party may not, without the Disclosing Party’s written consent, copy, publish or disclose Confidential Information, except to the extent necessary for the Purpose.

5. Legal Requirements and Public Access to Documents

If the Receiving Party is required to disclose Confidential Information pursuant to law, authority requirements, court order or similar, the Receiving Party shall, to the extent legally permitted, notify the Disclosing Party prior to disclosure so the Disclosing Party may seek to limit the disclosure.

For the Customer, rules may apply regarding public access to documents and record-keeping obligations. The Parties shall cooperate in good faith to identify material which, by its nature, may be exempt from public access, such as information relating to security, technical arrangements, and operational or business matters.

6. Personal Data

If Confidential Information includes personal data, the Parties shall process such data in accordance with applicable data protection legislation. This agreement does not in itself constitute a data processing agreement. If the Purpose entails processing of personal data requiring a data processing agreement, the Parties shall enter into a separate agreement for that purpose.

7. Ownership and No Licence

All Confidential Information remains the property of the Disclosing Party. No rights or licences, including intellectual property rights, are transferred under this agreement.

8. Return and Deletion

Upon request from the Disclosing Party, or when the Purpose has ended, the Receiving Party shall without undue delay:

- return or delete the Confidential Information and any copies thereof.

The Receiving Party may retain copy/copies where required by law or internal compliance requirements, subject to continued confidentiality obligations.

9. Term

This agreement enters into force upon signature and remains in effect for [3] years after the most recent exchange of Confidential Information. Trade secrets and information that by its nature must remain confidential shall, however, be kept confidential for as long as it remains confidential.

10. Limitation of Liability and Breach

A breach of this agreement may cause loss to the Disclosing Party. The Parties agree to cooperate in good faith to limit damage in the event of a breach.

This agreement does not limit any liability arising from mandatory provisions of law.

11. Governing Law and Venue

This agreement is governed by Danish law. Any dispute shall be brought before the Court of Aarhus as the agreed venue, unless the Parties agree otherwise.

12. Signatures

On behalf of the Customer

Name: _____

Title: _____

Phone: _____

Email: _____

Signature:_____

Date:_____

On behalf of Senbee
Name: Tristan White
Title: CEO
Phone: +45 26 81 83 48
Email: tw@senbee.com

Signature:_____