

SECURITY AGREEMENT

The following secrecy agreement has this day been made between

Inventor's name and address

hereinafter referred to as the Inventor, and

Name and address of the company

hereinafter referred to as the Receiver

relating to the confidential information which the Receiver has received or will receive from the Inventor, information which is hereinafter referred to as the Information:

1. Her skriver du en kort beskrivelse af idéen som f.eks. **New additive for oil art colours**. The new additive, which is odourless and which contains no organic solvents, has been tested and evaluated positively by famed Danish painters. Based on professionally made patent investigations the additive is considered to be novel and patentable. Initially the additive will be presented with a written project presentation which in detail presents its user friendliness and general advantages.
2. The Receiver undertakes to handle the Information in such a manner as to keep it inaccessible to unauthorized third parties and otherwise such that no danger arises of unauthorized persons gaining knowledge of it.
3. The Receiver is not entitled to utilize the Information in manner otherwise than stipulated.
4. The Inventor is entitled to be informed, when he so wishes, how the Receiver is ensuring that the Information is kept inaccessible to others.
5. The Receiver undertakes not to impart the Information - to any greater extent than must be considered necessary or justifiable in view of the circumstances - to anyone who is his associate, his employee or the like. In such cases, before the Receiver imparts the Information to others, they shall be instructed as to the confidentiality of the Information, and they shall give a written secrecy agreement.
6. The Receiver must have the Inventor's consent in writing before the Information, whether in whole or in part, is passed on to others apart from those mentioned in the preceding Point.
7. The Receiver shall keep a list of employees or others who - whether in whole or in part - have an insight into the particulars contained in the Information. The list shall be accessible to the Inventor.
8. Unless otherwise agreed in writing, the Receiver shall at the request of the Inventor immediately hand back the material handed over under Point 1, specifying the Information.

The Receiver is not entitled to copy the Information unless the following declaration has been signed by the Inventor:

The Inventor hereby gives the Receiver permission to copy or to reproduce by other means the material handed over, to the extent that is necessary for the appropriate treatment of the material in accordance with intentions.

.....
(Inventor's signature)

(p.t.o.)

9. This agreement does not cover:
- a. Technical or other information which at the time when the Inventor passed the Information to the Receiver must be regarded as generally known or which later becomes generally known without the Receiver being responsible for this.
 - b. Particulars relating to the Information which have legitimately come to the knowledge of the Receiver either directly or indirectly through someone other than the Inventor. If the Receiver has such knowledge it shall be briefly listed here:

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10. Additional stipulations:

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11. The Receiver is liable for compensation for the Inventor for any loss due to breach of this agreement. The Receiver's liability also applies if the breach of the agreement is caused by a third party who had been given the Information, whether wholly or in part, by the Receiver.
12. Any dispute arising out of this agreement shall be dealt with by the ordinary Courts of Law in the Inventor's country of domicile and in accordance with the laws of the said country.

Town, date and year

Town, / 2011

Inventors name

f. XXX Ltd.

This form of secrecy Agreement is made and recommended by Nordic Organization of Invention Supporting institutions (NOIS)