

NexGen NDA



Evaluation and Non-disclosure agreement

You have asked to be provided with information to evaluate the NexGen Infrastructure-as-a-Service (IaaS) investment opportunity, NGVP Cloud Limited FIL SPV 1, which we have developed and which you are interested in participating in. You will appreciate that the details of the Program are a valuable trade secret of our company, and we need to have your agreement to keep this information confidential and only to use it for the purposes of your evaluation. Any Information provided to you is to be considered 'as is' and is not to be relied on until final versions are disclosed to you should you choose to engage with NexGen on the Program. If you agree to these terms, please arrange for an authorised person to sign, date and return to us a copy of this letter. As soon as we receive it, we will arrange to provide you with the evaluation copy of the information you have requested.

By signing this Evaluation and Non-Disclosure Letter Agreement you confirm that you qualify as a High Net Worth Individual or Sophisticated Investor.

Non-disclosure agreement

1. In consideration of the disclosure to you of information relating to the Program (Information), so that you can evaluate whether you want to contract with us participate in the Program (Objective), you undertake that you will respect and preserve the confidentiality of the Information for a period of ten years after the date of disclosure. This means that you will not, without obtaining our prior written consent:

- (a) make any part of the Program or Information available to any third party;
- (b) use the Program or the Information for any purpose other than the Objective; or
- (c) make any kind of copy of any part of the Information unless strictly necessary to carry out the Objective.

2. As long as we are notified in advance, you may disclose all or part of the Program or Information to any of your employees who needs to know it in connection with the Objective. However, you must agree to ensure that the employee in question is bound by conditions of secrecy no less strict than those set out here, and to enforce such undertakings if we ask you to do so.

These obligations shall not apply to any part of the Information or Program which you can clearly demonstrate to us:

- (a) has become public knowledge other than through you (including any of your employees);
- (b) was already known to you before we disclosed it to you; or
- (c) was received from a third party who did not owe us a duty of confidence in respect of it.

3. If you decide not to participate in the Program, you must return to us all complete or partial copies of the Information which we have provided to you and certify to us that you have destroyed all electronic copies of all or any part of the Information that are on any of your computers, including your employees' computers. You must also give us, or certify to us that you have destroyed, all analyses, studies and other materials you have produced which relate to the Information, and any summaries (in whatever form) you have prepared of parts of the Information disclosed orally by us. We also retain the right at any time to ask you to do this.

Property rights

4. The Program and Information is proprietary to us, and you acknowledge that no disclosure of the Program or Information by us gives you any intellectual property rights of any kind in relation to the Program or the Information. You also agree that we will own any copies of all or any part of the Information that you make during the evaluation process and you will label any copies in a tangible medium with a notice that they are our property.

5. In the event that you are notified of any claim that use of the Information infringes the rights of a third party, you will immediately notify us. If any such claim is made to us or you, you will, if we ask you to do so,



immediately stop using the Information.

Non-Circumvention

6. You undertake that, other than in concert with us, you shall not, directly or indirectly:

- (a) pursue any Substitute Program;
- (b) induce, solicit, procure or otherwise encourage any third party to pursue any Substitute Program; or
- (c) seek, encourage or respond to any approach from any third party to pursue any Substitute Program.

7. You shall procure that your officers, employees, agents, advisers and other representatives comply with paragraph 6 as if they were you.

8. For the purposes of paragraph 6, Substitute Program shall mean any program involving the same affiliates or partners or the same or substantially similar resources, technology or work product as the Program.

Exclusion of liability and warranties

9. You agree that, as you are only evaluating the Program and Information and are doing so free of charge, it is reasonable that we shall have no liability of any kind in any circumstances whatever including without limitation negligence (except for death and personal injury caused by our negligence) to you in respect of the Program or the Information and that we give no warranty of any kind respecting the Program or the Information. For the same reasons, all statutory and implied warranties, terms and conditions are excluded to the full extent allowed by law.

10. You agree that you have sole responsibility for the protection of your data during evaluation of the Program and that we shall have no liability in any circumstances whatever including without limitation negligence for any data loss or corruption.

General

11. This agreement is governed by English law.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,
NexGen Cloud Limited

SIGNED: 

For and on behalf of NexGen Cloud Limited

X _____

X *Chris Starkey* _____

Signed By Chris Starkey - Bure Valley Group
Signed On: October 4, 2023



Signature Certificate

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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