


GBMS Tech NDA



BURE VALLEY GROUP LIMITED, whose registered office is at 25 Peartree Lane, Bexhill-On-Sea, East Sussex, TN39 4PE; and GBMS TECH LTD. A company incorporated under the laws of England & Wales with registered number 09607559, whose registered office is at 2nd Floor, Berkeley Square House, London, W1J 6DB (“GBMS TECH”).

1. Each of the parties to this Agreement intends to disclose non-public information (the “Confidential Information”) for the other party for the purpose of enabling the parties to evaluate the feasibility of possible future business relationships between the parties (the “Purpose”).
2. Each party to this Agreement is referred to as “the Recipient” when it receives, exchanges or uses the Confidential Information disclosed by the other party, to include written and verbal technical financials, business, market, customer and related information which may be either proprietary or confidential in nature, or both.
3. The Recipient agrees not to use the Confidential Information disclosed by the other party for any purpose except in connection with the Purpose, without first obtaining the written agreement of the other party.
4. The Recipient agrees to keep the Confidential Information disclosed by the other party confidential as required by applicable law and not to disclose it to any unauthorised third party except to those who need to know the same for the Purpose including the Recipient’s (and its affiliates) directors, officers, employees, auditors, representatives and professional advisors (collectively the “Representatives”) who need to know in connection with the Purpose and who are bound by confidentiality obligations no less onerous than those contained in this Agreement.
5. The obligations in clauses 3 and 4 above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded including the existence of the Purpose and the content and existence of this Agreement, but the obligations do not apply to: i) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); ii) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed; or (iii) any information which was independently developed by Recipient without reference to the Confidential Information received under the Agreement.
6. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law, court order, regulation or by any competent authority and without notice to the other party where necessary.
7. The Recipient will, at the written request of the other party, return, destroy or permanently erase (including to the extent legally and technically practicable, from its computer(s) and communications systems and devices or from systems and data storage services provided by third parties) all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party, save that Recipient and its (and its “affiliate”) Representatives shall be entitled to retain copies of the Confidential Information for legal, compliance, accounting, financial reporting, auditing or regulatory purposes.
8. Neither this Agreement nor the supply of any information grants the Recipient any licence, interest or right in respect of any intellectual property rights of the other party except the right to copy the Confidential Information disclosed by the other party solely for the Purpose. 9. The obligation in clauses 3 and 4 will continue in force for 1 year from the effective date of this Agreement. 10. This Agreement is governed by, and is to be construed in accordance with English Law. The English Courts will have nonexclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with this Agreement.



For and on behalf of GBMS Tech Ltd	
Signed	
Dated	06/05/2020

X

X

Chris Starkey

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

Signature Certificate

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