

Effective start: June 12, 2023

BDQ

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement governs the treatment of confidential information disclosed by BDQ or to BDQ.

1. Definitions

1.1 In this NDA:

"BDQ" means Business Data Quality Ltd, a company incorporated in England and Wales (registration number 04497196) having its registered office at Leytonstone House, 3 Hanbury Drive, Leytonstone, London E11 1GAZ;

"BDQ Confidential Information" means any information disclosed by or on behalf of the BDQ to the Company at any time before the termination of this NDA (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by the Company (acting reasonably) to be confidential;

"Business Day" means any weekday other than a bank or public holiday in England;

"Company" means the company (or other legal or natural person) that agrees to enter into this NDA with BDQ;

"Company Confidential Information" means any information disclosed by or on behalf of the Company to BDQ at any time before the termination of this NDA (whether disclosed in writing, orally or otherwise) that at the time of disclosure was marked or described as "confidential" or should have been understood by BDQ (acting reasonably) to be confidential;

"Confidential Information" means the BDQ Confidential Information and the Company Confidential Information;

"Effective Date" means the date upon which:

- (a) BDQ receives a copy of this NDA signed by the Company, following BDQ issuing a signed copy of this NDA to the Company; or
- (b) this NDA is executed by means an online digital signature and execution service;

"NDA" means this Non-Disclosure Agreement, and any amendments to this agreement from time to time; and

"Term" means the term of this NDA, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2.

2. Term

2.1 This NDA shall come into force upon the Effective Date.

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- 2.2 This NDA shall continue in force indefinitely, subject to termination in accordance with Clause 5 or any other provision of this NDA.

3. Confidentiality obligations

3.1 BDQ must:

- (a) keep the Company Confidential Information strictly confidential;
- (b) not disclose the Company Confidential Information to any person without the Company's prior written consent, and then only under conditions of confidentiality approved in writing by the Company;
- (c) use the same degree of care to protect the confidentiality of the Company Confidential Information as BDQ uses to protect BDQ's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Company Confidential Information; and
- (e) if the Company Confidential Information has been disclosed for a particular purpose defined by the Company in writing, not use any of the Company Confidential Information for any other purpose.

3.2 The Company must:

- (a) keep the BDQ Confidential Information strictly confidential;
- (b) not disclose the BDQ Confidential Information to any person without the BDQ's prior written consent, and then only under conditions of confidentiality approved in writing by the BDQ;
- (c) use the same degree of care to protect the confidentiality of the BDQ Confidential Information as the Company uses to protect the Company's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the BDQ Confidential Information; and
- (e) if the BDQ Confidential Information has been disclosed for a particular purpose defined by BDQ in writing, not use any of the BDQ Confidential Information for any other purpose.

- 3.3 Notwithstanding Clauses 3.1 and 3.2, a party's Confidential Information may be disclosed by the other party to that other party's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Confidential Information that is disclosed for the performance of their work with respect to this NDA and who are bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information that is disclosed.

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- 3.4 No obligations are imposed by this Clause 3 with respect to a party's Confidential Information if that Confidential Information:
- (a) is known to the other party before disclosure under this NDA and is not subject to any other obligation of confidentiality;
 - (b) is or becomes publicly known through no act or default of the other party; or
 - (c) is obtained by the other party from a third party in circumstances where the other party has no reason to believe that there has been a breach of an obligation of confidentiality.
- 3.5 The restrictions in this Clause 3 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of either party on any recognised stock exchange.
- 3.6 Upon the termination of this NDA, each party must immediately cease to use the other party's Confidential Information.
- 3.7 Following the date of effective termination of this NDA, and within 5 Business Days following the date of receipt of a written request from the other party, the relevant party must:
- (a) irreversibly delete from its media and computer systems all copies of the other party's Confidential Information (and ensure that the other party's Confidential Information is irreversibly deleted from the media and computer systems of all persons to whom the relevant party has directly or indirectly disclosed that Confidential Information);
 - (b) ensure that no other copies of the other party's Confidential Information remain in the relevant party's possession or control (or the possession or control of any person to whom the relevant party has directly or indirectly disclosed the other party's Confidential Information); and
 - (c) certify in writing to the other party that it has complied with the requirements of this Clause 3.7,
- subject in each case to any obligations that the relevant party has under this NDA to supply or make available to the other party any data or information, and providing that the relevant party shall have no obligation under this Clause 3.7 to delete or to cease to possess or control any of the other party's Confidential Information to the extent that the relevant party is required by applicable law to retain that Confidential Information.
- 3.8 The provisions of this Clause 3 shall continue in force indefinitely following the termination of this NDA.

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4. Warranties

- 4.1 All of the parties' warranties and representations in respect of the subject matter of this NDA are expressly set out in this NDA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this NDA will be implied into this NDA or any related contract.

5. Termination

- 5.1 Either party may terminate this NDA forthwith by giving written notice of termination to the other party.

6. Effects of termination

- 6.1 Upon the termination of this NDA, all of the provisions of this NDA shall cease to have effect, save that the following provisions of this NDA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3, 6 and 7.
- 6.2 Except to the extent expressly provided otherwise in this NDA, the termination of this NDA shall not affect the accrued rights of either party.

7. General

- 7.1 No breach of any provision of this NDA shall be waived except with the express written consent of the party not in breach.
- 7.2 If any provision of this NDA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of this NDA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 7.3 This NDA may not be varied except by a written document signed by or on behalf of each of the parties.
- 7.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this NDA.
- 7.5 This NDA is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this NDA are not subject to the consent of any third party.
- 7.6 Nothing in this NDA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

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- 7.7 Subject to Clause 7.6, this NDA shall constitute the entire agreement between the parties in relation to the subject matter of this NDA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 7.8 This NDA shall be governed by and construed in accordance with English law.
- 7.9 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this NDA.