

BDX View

One-way Non-Disclosure Agreement

Date: As of date of upload

Parties: Vounder Analytics Limited (company number 11643899)

Vounder Analytics Limited, a company registered in **England** under company number **11643899** whose registered office is at **20 The Mall, Clifton, Bristol, BS8 4DR**

(the Recipient) and

All disclosing parties using the BDX View upload portal

(the Discloser)

1. The Discloser intends to disclose information (the Confidential Information) to the Recipient for the purpose of **allowing Vounder and any Vounder personnel to assess the suitability of using BDX View with the submitted data** (the Purpose).
2. The Recipient undertakes not to use the Confidential Information for any purpose except the Purpose stated in paragraph 1, without first obtaining the written agreement of the Discloser.
3. The Recipient undertakes to keep the Confidential Information secure and not to disclose it to any third party **outside of Vounder employees and professional service providers** who need to know the same for the Purpose, who know they owe a duty of confidence to the Discloser and who are bound by obligations equivalent to those in clause 2 above and this clause 3.
4. The undertakings in clauses 2 and 3 above apply to all of the information disclosed by the Discloser to the Recipient, regardless of the way or form in which it is disclosed or recorded but they do not apply to:
 - a) any information which is or in future comes into the public domain (unless as a result of the breach of this Agreement); or
 - b) any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the Discloser.
5. Nothing in this Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
6. The Recipient will, on request from the Discloser, return all copies and records of the Confidential Information to the Discloser and will not retain any copies or records of the Confidential Information.
7. 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 Discloser except the right to copy the Confidential Information solely for the Purpose.
8. The undertakings in clauses 2 and 3 will continue in force **indefinitely unless for some other agreed, submitted in writing and signed by both parties**

9. This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have non-exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

Signed by **George Wright** for and on behalf
of **Vounder Analytics Ltd**:

A handwritten signature in black ink that reads "G.D. Wright". The signature is written in a cursive style with a large, prominent "G" and "W".

Signature

27 November 2023

By submitting data using this form you agree that you have permission to agree to the above terms and that you accept Vounder's one way Non-Disclosure terms