Dated 23 November 2022

NATIONAL NUCLEAR LABORATORY LIMITED

and

FULL COMPANY NAME

Confidentiality Agreement

NNL Agreement Reference: NNL23112022

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**THIS AGREEMENT** is dated 4 November 2022 (**Commencement Date**)

Parties

1. NATIONAL NUCLEAR LABORATORY LIMITED incorporated and registered in England and Wales with company number **3857752** whose registered office is at Chadwick House, Warrington Road, Birchwood Park, Warrington, Cheshire WA3 6AE (NNL).
2. FULL COMPANY NAME incorporated and registered in England and Wales with company number NUMBER whose registered office is at REGISTERED OFFICE (Recipient).

Each a party and together the parties.

Background

NNL wishes to disclose to the Recipient and wishes to ensure that the Recipient maintains the confidentiality of, NNL's Proprietary Information. In consideration of the benefits to the parties of disclosing and receiving the Proprietary Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Proprietary Information.

Agreed terms

# Definitions and interpretation

## The following definitions and rules of interpretation in this clause apply in this agreement:

Business Day**:** a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business.

Group**:** in relation to a company, that company, each and any subsidiary or holding company from time to time of that company, and each and any subsidiary from time to time of a holding company of that company.

Holding company and subsidiary**:** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

NNL’s Facility: the premises where NNL carries on its usual business activities.

Proprietary Information**:** all confidential information (however recorded or preserved) disclosed or made available, directly or indirectly, by NNL or its employees, officers, representatives or advisers to the Recipient and its Representatives including but not limited to:

### the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

### the terms of this agreement;

### any information that would be regarded as confidential by a reasonable business person relating to:

#### the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of NNL or of NNL's Group, and

#### the operations, processes, NNL’s Facility product information, know-how, designs, trade secrets or software of NNL or of NNL's Group; and

### any information or analysis derived from the Proprietary Information;

but not including any information that:

### is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this agreement, except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Proprietary Information; or

### was available to the Recipient on a non-confidential basis prior to disclosure by NNL; or

### was lawfully in the possession of the Recipient before the information was disclosed to it by NNL as evidenced by written records; or

### the parties agree in writing is not confidential or may be disclosed; or

### is developed by or for the Recipient independently of the information disclosed by NNL.

Purpose**:** To enable the Recipient to submit a bid to NNL for the electrical design and manufacture of an underwater ROV; mechanical manufacture of an underwater ROV; assembly and CE marking of an underwater ROV for NNL; testing and iteratively improving the design for eventual final deployment.

Representatives**:** employees and consultants of the Recipient.

## Clause and paragraph headings shall not affect the interpretation of this agreement.

## A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, include the singular.

## A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

## References to clauses are to the clauses of this agreement.

# Obligations of the Recipient

## The Recipient shall keep the Proprietary Information confidential and, except with the prior written consent of NNL, shall, and shall procure that its Representatives shall:

### not use or exploit the Proprietary Information in any way except for the Purpose; or

### not disclose or make available the Proprietary Information in whole or in part to any third party, except as expressly permitted by this agreement; or

### not copy, reduce to writing or otherwise record the Proprietary Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of NNL).

### not use, reproduce, transform, or store the Proprietary Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business;

### keep separate the Proprietary Information from all documents and other records of the Recipient;

### apply the same security measures and degree of care to the Proprietary Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use; and

### keep a written record of: any document or other Proprietary Information received in tangible form; or any copy made of the Proprietary Information.

## The Recipient may only disclose the Proprietary Information to those of its Representatives who need to know the Proprietary Information for the Purpose, provided that:

### it informs these Representatives of the confidential nature of the Proprietary Information before disclosure and shall obtain from its Representatives enforceable undertakings to keep the Proprietary Information confidential in terms at least as extensive and binding upon the Representatives as the terms of this agreement are upon the Recipient; and

### at all times, it is responsible for these Representatives' compliance with the obligations set out in this agreement.

## The Recipient may disclose Proprietary Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives NNL as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 2.3, it takes into account the reasonable requests of NNL in relation to the content of such disclosure.

# Return of information and announcements

## At the request of NNL, the Recipient shall promptly:

### destroy or return to NNL all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Proprietary Information;

### erase all the Proprietary Information from its computer systems; and

### certify in writing to NNL that it has complied with the requirements of this clause, provided that a Recipient may retain documents and materials containing, reflecting, incorporating, or based on the Proprietary Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement. The provisions of this clause shall continue to apply to any such documents and materials retained by the Recipient, subject to clause 7.1.

## If the Recipient develops or uses a product or a process which, in the reasonable opinion of NNL, might have involved the use of any of the Proprietary Information, the Recipient shall, at the written request of NNL, supply to NNL information reasonably necessary to establish that the Proprietary Information has not been used or disclosed in order to develop or use that product or process.

## No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, without limitation, any relevant securities exchange), or by any court or other authority of competent jurisdiction.

# Reservation of rights and acknowledgement

## NNL reserves all rights in its Proprietary Information. No rights in respect of the Proprietary Information are granted to the Recipient and no obligations are imposed on NNL other than those expressly stated in this agreement. In particular, nothing in this agreement shall be construed or implied as obliging NNL to disclose any specific type of information under this agreement, whether Proprietary Information or not.

## Except as expressly stated in this agreement, NNL does not make any express or implied warranty or representation concerning its Proprietary Information, or the accuracy or completeness of the Proprietary Information.

## The disclosure of Proprietary Information by NNL shall not form any offer by, or representation or warranty on the part of, NNL to enter into any further agreement.

## The Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this agreement. Accordingly, without prejudice to any other rights and remedies it may have, NNL shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.

## The Recipient shall be liable to NNL for the actions or omissions of its Representatives in relation to the Proprietary Information as if they were the actions or omissions of the Recipient.

# Export control laws

## The parties acknowledge that any Proprietary Information provided or received under this agreement may be subject to government export control laws and regulations and each party agrees that it will strictly comply with all applicable requirements under such laws and regulations. As such, each party warrants and undertakes that it will not export or transfer by any means, electronic or otherwise, any Proprietary Information without complying in all respects with the applicable export control legislation, codes of conduct, the relevant export license(s), guidelines, notices and/or instructions in relation to any such export or transfer of Proprietary Information.

# Indemnity

The Recipient shall indemnify and keep fully indemnified NNL and its Group at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other costs and expenses suffered or incurred by NNL and/or its Group arising from any breach of this agreement by the Recipient and from the actions or omissions of any Representative of the Recipient.

# Term and termination

## This agreement shall commence on Commencement Date and continue until the earlier of:

### the Purpose being concluded;

### one party giving the other party written notice to terminate; or

### 3 years after the Commencement Date.

## whereupon this agreement shall terminate subject to the provisions of clause 7.2.

## The obligations of each party shall, notwithstanding any earlier termination of this agreement pursuant to clause 7.1, continue for a period of 3 years from the expiry or earlier termination of this agreement.

## Termination of this agreement shall not affect any accrued rights or remedies to which NNL is entitled.

# Entire agreement and variation

## This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

## No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

# No waiver

## Failure to exercise, or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

## No single or partial exercise of any right or remedy provided under this agreement or by law shall preclude or restrict the further exercise of that or any other right or remedy.

## A party that waives a right or remedy provided under this agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

# Assignment

Except as otherwise provided in this agreement, no party may assign, sub-contract or deal in any way with, any of its rights or obligations under this agreement or any document referred to in it, save that NNL may assign its rights under this agreement to any entity in its Group on prior written notice to the Recipient.

# Notices

## Any notice or other communication required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at its address as set out below:

### NATIONAL NUCLEAR LABORATORY LIMITED: Sarah Brown, National Nuclear Laboratory Limited, 5th Floor, Chadwick House, Warrington Road, Birchwood Park, Warrington, WA3 6AE.

### PARTY 2: NAME ADDRESS

or as otherwise specified by the relevant party by notice in writing to each other party.

## Any notice or other communication shall be deemed to have been duly received:

### if delivered personally, when left at the address and for the contact referred to in clause 11.2; or

### if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; or

### if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

## A notice or other communication required to be given under this agreement shall not be validly given if sent by e-mail.

# No partnership

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

# Third party rights

## Except as provided in clause 13, this agreement is made for the benefit of the parties to it and their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

## This agreement is made for the benefit of NNL and its Group from time to time, and any entity in NNL's Group may enforce this agreement as if they were NNL and a party to this agreement.

## The parties may terminate, rescind or vary this agreement without the consent of any person who is not a party to this agreement.

# Counterparts

## This agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and all the counterparts together shall constitute one and the same instrument.

# Governing law and jurisdiction

## This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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| Signed for and on behalf of **NATIONAL NUCLEAR LABORATORY LIMITED** | .......................................  Signature  .......................................  Name  .......................................  Title  .......................................  Date |
| Signed for and on behalf of **FULL COMPANY NAME** | .......................................  Signature  .......................................  Name  .......................................  Title  .......................................  Date |