

## MUTUAL CONFIDENTIALITY AGREEMENT (TWO-PARTY)

### PARTIES

(1) **SATELLITE APPLICATIONS CATAPULT LIMITED** incorporated and registered in England and Wales with company number 07964746 whose registered office is at Electron Building, Fermi Avenue, Harwell, Didcot, Oxfordshire, England OX11 0QR (Party 1); and

(2) **[FULL COMPANY NAME]** incorporated and registered in **[England and Wales]** with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (Party 2),

each of Party 1 and Party 2 being a **party** and together they are the **parties**.

### BACKGROUND

(A) The parties intend to enter into discussions relating to the Purpose (defined at Clause 1) which will involve the exchange of Confidential Information (defined at Clause 1) between them.

(B) The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information.

### AGREED TERMS

#### 1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

##### 1.1. Definitions:

- 1.1.1. **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- 1.1.2. **Confidential Information:** all confidential information (in whatever form) relating to the Purpose which the Discloser or its Representatives directly or indirectly discloses, or makes available, to the Recipient or its Representatives, before, on or after the date of this agreement. This includes:
  - a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
  - b) all confidential information relating to:
    - (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Discloser; and
    - (ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser;
    - (iii) any information, findings, data or analysis derived from Confidential Information; and
    - (iv) any other information that is of a confidential or proprietary nature, but excludes any information referred to in Clause 2.3.
- 1.1.3. **Discloser:** a party to this agreement when it discloses its Confidential Information, directly or indirectly, to the other party.
- 1.1.4. **Effective Date:** the date on which the last party signs this agreement (whether by hand or electronically), such date being the date shown in the final signature block or the Adobe Sign completion record as applicable.
- 1.1.5. **Purpose:** **[STATE THE PURPOSE, FOR EXAMPLE, THE EVALUATION OR ESTABLISHMENT OF A COLLABORATION IN RESPECT OF A PARTICULAR PROJECT]**
- 1.1.6. **Recipient:** a party to this agreement when it receives Confidential Information, directly or indirectly, from the other party.
- 1.1.7. **Representative(s):** in relation to each party:
  - a) its officers and employees that need to know the Confidential Information for the Purpose;
  - b) its professional advisers or consultants engaged to advise that party in connection with the Purpose;
  - c) its contractors and sub-contractors engaged by that party in connection with the Purpose; and
  - d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

##### 1.2. Interpretation:

- 1.2.1. A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. A reference to writing or written excludes fax but not email.
- 1.2.4. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

#### 2. CONFIDENTIALITY OBLIGATIONS

- 2.1. In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:
- 2.1.1. keep the Confidential Information secret and confidential;
  - 2.1.2. not use or exploit the Confidential Information in any way except for the Purpose;
  - 2.1.3. not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement;
  - 2.1.4. not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser;
  - 2.1.5. establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use; and
  - 2.1.6. only process the Confidential Information using machine learning or artificial intelligence ("AI") models where those models will not be:
    - a) trained on the Confidential Information; and
    - b) lawfully available to or accessible for use by any person or entity except for the Discloser, the Recipient or its Representatives.
- 2.2. Notwithstanding any lesser degree of protection that may otherwise be permissible pursuant to this agreement, where any Confidential Information is the subject of any national or governmental security regulations, including but not restricted to export control, the Recipient shall, and hereby undertakes to, take such measures as may be required by such regulations to protect such Confidential Information and will not export such Confidential Information to such countries to which export may be in violation of the applicable export laws or regulations.
- 2.3. Without prejudice to any obligations imposed on and assumed by the Recipient under any national or governmental security regulations, the obligations of confidentiality in this agreement shall not apply to any Confidential Information which the Recipient can show (and it shall be for the Recipient to provide evidence to the Discloser's reasonable satisfaction):
- 2.3.1. is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives in breach of this agreement;
  - 2.3.2. was available to the Recipient on a non-confidential basis prior to disclosure by the Discloser;
  - 2.3.3. was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;
  - 2.3.4. was lawfully in the possession of the Recipient before the information was disclosed by the Discloser;
  - 2.3.5. is developed by or for the Recipient independently of the information disclosed by the Discloser; or
  - 2.3.6. the parties agree in writing that the information is not confidential.

### 3. PERMITTED DISCLOSURE

- 3.1. The Recipient may disclose the Confidential Information to its Representatives on the basis that it informs those Representatives of the confidential nature of the Confidential Information before it is disclosed; and procures that those Representatives comply with the confidentiality obligations in Clause 2.1 as if they were the Recipient.
- 3.2. The Recipient shall be liable for the actions or omissions of the Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

### 4. MANDATORY DISCLOSURE

- 4.1. Subject to the provisions of this Clause 4, a party may disclose Confidential Information to the minimum extent required by:
- 4.1.1. an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;
  - 4.1.2. the rules of any listing authority or stock exchange on which its shares are listed or traded;
  - 4.1.3. the laws or regulations of any country to which its affairs are subject; or
  - 4.1.4. the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 if a party is a 'public authority' for the purposes of such.
- 4.2. Before a party discloses any Confidential Information pursuant to Clause 4.1 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of the disclosure as possible (and in respect of any disclosure pursuant to clause 4.1.4, notice of any request received by the public-authority party which may require disclosure of the other party's Confidential Information). Where notice of such disclosure is not prohibited and is given in accordance with this clause, that party shall take into account the reasonable requests and representations of the other party in relation to the content of the disclosure.

### 5. ENDING DISCUSSIONS AND DURATION OF CONFIDENTIALITY OBLIGATIONS

- 5.1. This agreement shall terminate on the date two (2) years from the Effective Date, unless terminated earlier upon no less than 30 days written notice if either party decides not to continue to be involved in the Purpose with the other party.

- 5.2. Notwithstanding the termination of this agreement, each party's obligations under this agreement shall continue in full force and effect for a period of two (2) years from the date of termination of this agreement.
- 5.3. The end of discussions relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

## 6. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION

- 6.1. If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:
  - 6.1.1. destroy or return to the Discloser 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 documents and materials (and any copies) containing, reflecting, incorporating or based on any Confidential Information; and
  - 6.1.2. certify in writing to the Discloser that it has complied with the requirements of this Clause 6.1.
- 6.2. Nothing in Clause 6.1 shall require the Recipient to return, destroy or erase any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject, or which the Recipient is required to retain for its own internal compliance or auditing procedures. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this Clause 6.2.

## 7. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

- 7.1. Each party reserves all rights in its Confidential Information, and the Recipient acknowledges and agrees that any intellectual property contained in the Confidential Information disclosed to it pursuant to this agreement remains the sole property of the Discloser. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right in respect of any Confidential Information beyond the rights expressly set out in this agreement.
- 7.2. Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.
- 7.3. The disclosure of Confidential Information by the parties shall not form any offer by, or representation or warranty on the part of, that party to enter into any further agreement with the other party in relation to the Purpose.

## 8. INADEQUACY OF DAMAGES

Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance or other equitable relief for any threatened or actual breach of this agreement.

## 9. NO OBLIGATION TO CONTINUE DISCUSSIONS

Nothing in this agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on either party to disclose any information (whether Confidential Information or otherwise) to the other party.

## 10. NO PARTNERSHIP OR AGENCY

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 11. GENERAL

- 11.1. **Assignment and other dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.
- 11.2. **Entire agreement.** This agreement constitutes the entire agreement between the parties. Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation based on any statement in this agreement.
- 11.3. **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 11.4. **Waiver.** A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise 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 prevent 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 prevent or restrict the further exercise of that or any other right or remedy.

- 11.5. **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of part-provision of this agreement is deemed deleted under this Clause, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 11.6. **Notices.** Any notice:
  - 11.6.1. given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the following addresses (or an address substituted in writing by a party):
    - a) Party 1: [contracts@sa.catapult.org.uk](mailto:contracts@sa.catapult.org.uk).
    - b) Party 2: [ADDRESS].
  - 11.6.2. shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
  - 11.6.3. This clause does not apply to the service of any proceedings or other documents in any legal action.
- 11.7. **Third party rights.** Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 11.8. **Governing law.** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 11.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement shall be entered into on the Effective Date.

<b>Signed for and on behalf of Satellite Applications Catapult Ltd:</b>	
<b>Print name:</b>	
<b>Role/position:</b>	
<b>Date:</b>	

<b>Signed for and on behalf of [INSERT NAME OF PARTY 2]:</b>	
<b>Print name:</b>	
<b>Role/position:</b>	
<b>Date:</b>	