

NON-DISCLOSURE AGREEMENT: 2019-CORP-NDA-008872**THIS AGREEMENT IS MADE BETWEEN:**

- (1) QinetiQ Ltd (company number: 03796233) a company registered in England and Wales whose registered address is at Cody Technology Park, Ively Road, Farnborough, Hampshire, GU14 0LX ("QinetiQ"); and
- (2) The organisation applying to join "Team Serapis" with company name and number defined in the Supplier Application Form (reference "Serapis Application Form 001" ("Applicant"))

(as are collectively referred to in this Agreement as the "Parties" and each individually as a "Party").

BACKGROUND

- A The Parties intend to disclose to each other information relating to the Applicants application to join "Team Serapis". ("Purpose").
- B The Parties acknowledge and agree that all or part of the information that each Party will disclose to the other Party in connection with the Purpose will be confidential, proprietary and/or commercially sensitive. The Parties therefore agree to enter into this Agreement in order to protect and restrict the use and disclosure of such Confidential Information (as defined below).

IT IS AGREED as follows:

1. The following definitions shall apply in this Agreement:
 - 1.1 "Confidential Information" means any information disclosed (whether directly or indirectly) by one Party to the other Party under this Agreement including but not limited to business methods or plans, information relating to customers or suppliers, finances, ideas, strategies, concepts, methodologies, inventions, intellectual property rights, processes, formulae, products, software, programs, source code and other information, regardless of whether that information is marked as confidential/proprietary or not. Confidential Information shall also include any information generated from such Confidential Information, including but not limited to information generated during any examination, testing and/or analysis of that Party's Confidential Information;
 - 1.2 "Disclosing Party" means a Party that discloses or makes available directly or indirectly Confidential Information;
 - 1.3 "Effective Date" means the latest date of the signatures below;
 - 1.4 "Receiving Party" means a Party that receives or obtains Confidential Information directly or indirectly.
2. This Agreement shall become effective on the Effective Date and shall remain in effect for a period of 1 year, unless and until sooner terminated . Notwithstanding expiry or termination of this Agreement, the obligations of confidentiality contained in this Agreement shall continue to bind the Parties for a further period of 5 years after the expiry or termination of this Agreement (or where information is retained in the Receiving Party's business and or on its computer systems in the circumstances specified in Clause 10 for a longer period than this, the obligations shall continue to apply in relation to such retained information for such longer period).
3. The Parties acknowledge that the Disclosing Party may disclose its Confidential Information to the other Party either in writing, visually and/or orally and by way of samples, prototypes and/or models. The Parties agree that the obligations of confidentiality and non-use as set out in this Agreement shall apply to such Confidential Information, irrespective of the method of disclosure.

4. In consideration of the provision of Confidential Information by the Disclosing Party to the Receiving Party, the Receiving Party shall:
 - 4.1 keep confidential the Disclosing Party's Confidential Information;
 - 4.2 only use the Disclosing Party's Confidential Information to carry out the Purpose;
 - 4.3 maintain a record of the Confidential Information it receives including the date of receipt;
 - 4.4 Not Applicable;
 - 4.5 not disclose any of the Disclosing Party's Confidential Information to any third party (including any subcontractor, parent company or subsidiary of the Receiving Party or any subsidiary of such parent company or any contractor of the Receiving Party), without the prior written permission of the Disclosing Party; and then always on the condition that it first binds the third party by obligations of confidentiality and non-use in respect of the disclosed Confidential Information which are no less onerous than the confidentiality and non-use obligations imposed on the Receiving Party under this Agreement;
 - 4.6 not copy or reproduce any of the Confidential Information except as reasonably necessary for the Purpose (and, for the avoidance of doubt, any such copies of Confidential Information or any part thereof shall be held to be Confidential Information for the purposes of this Agreement);
 - 4.7 only allow access to the Disclosing Party's Confidential Information to those of its employees, directors, officers who strictly need to see and use it for the Purpose; and
 - 4.8 use at least the same degree of care to protect the use and/or disclosure of the Confidential Information as it uses to protect its own proprietary information (subject to the Receiving Party using at least a reasonable level of care to prevent unauthorised use and/or disclosure).
5. Confidential Information shall not include any information which:
 - 5.1 the Receiving Party can prove was lawfully in its possession before the information was disclosed to it by the Disclosing Party; or
 - 5.2 is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party in breach of this Agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates, noting that Confidential Information of a technical nature will not be deemed to be in the public domain merely by virtue of the principles of the technology concerned being in the public domain; or
 - 5.3 the Receiving Party can prove was independently developed by it without reference to the Confidential Information; or
 - 5.4 was, is or becomes available to the Receiving Party in writing without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so

PROVIDED THAT if any part of the Confidential Information falls within any one of the above exceptions, the remainder shall continue to be subject to the restrictions of this Agreement.

6. The Receiving Party shall not be in breach of this Agreement by its disclosure of the Confidential Information to the extent that such disclosure is required by law and/or the rules of any recognised stock exchange or other regulatory authority, on condition that the Receiving Party:
 - 6.1 gives the Disclosing Party the earliest possible notice of such a requirement to disclose; and
 - 6.2 takes full advantage of any available exemptions from the requirement to disclose; and

- 6.3 notwithstanding the provisions of Clause 6.2, if the Receiving Party is obliged to disclose, it only discloses such Confidential Information as is strictly required in order to comply with its legal obligations.
7. For the purposes of this Agreement, the following points of contact listed below shall be responsible for the day-to-day management and operation of this Agreement. Each Party may change or replace a point of contact by notifying the other Party in writing:-
- On behalf of: QinetiQ Ltd
Name: Stewart Smith
Position: Procurement Campaign Lead
Address: Cody Technology Park, Ively Road, Farnborough, Hampshire, GU14 0LX
Telephone number: 07825356115
Email address: sjsmith1@qinetiq.com
- On behalf of: the Applicant
The Business contact defined in the Applicants signed application form.
8. Not Used
9. If the Receiving Party becomes aware of any unauthorised use and/or disclosure of the Disclosing Party's Confidential Information, the Receiving Party must immediately:
- 9.1 inform the Disclosing Party of all the circumstances surrounding the unauthorised use and/or disclosure; and
- 9.2 take all reasonable steps to prevent any further unauthorised use and/or disclosure.
10. At the request of the Disclosing Party (which request may be made at any time during the term of this Agreement or following its expiry or termination), the Receiving Party shall promptly deliver up to the Disclosing Party all documents, material and/or other media which may be in its possession, power or control (or the relevant parts thereof) which comprises or contains any part of that Disclosing Party's Confidential Information and permanently delete such information from its business or computer systems. Where it is not reasonably practicable to remove all traces of the Disclosing Party's Confidential Information from its business and computer systems, then the Receiving Party shall take reasonable steps to restrict access to the information, and any residual Confidential Information will continue to be governed by this Agreement, for so long as the information is retained on the business and computer systems, but the Receiving Party shall have no further right to use such Confidential Information. The Receiving Party may retain one complete copy of the Disclosing Party's Confidential Information solely for legal audit purposes.
11. All third party rights are excluded and no third party shall have any right to enforce or rely upon the provisions of this Agreement.
12. No Party may assign its rights and/or obligations under this Agreement to any third party (whether in whole or in part) without the prior written consent of the other Party
13. Nothing in this Agreement shall place a Party under any obligation to disclose or receive Confidential Information to or from the other Party.
14. The Receiving Party acknowledges and agrees that it does not acquire by implication or otherwise any right, title and/or interest in the Confidential Information except the rights of use and disclosure that are expressly set out in this Agreement.
15. The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party and to authorise the Receiving Party to use such Confidential Information for the Purpose. No other warranty, guarantee or assurance is given by the Disclosing Party in relation to its Confidential Information, including (without limitation) in relation to the accuracy, completeness or suitability for use of the Confidential Information.
16. Each Party agrees to comply with all applicable export control laws and regulations and security laws and regulations for the handling of classified information. This obligation is subject to the Disclosing Party obtaining and retaining any necessary export licences and acting diligently in bringing any such export or security requirements and changes to those

requirements to the attention of the Receiving Party, if these are not readily apparent by virtue of markings or notices placed on, or within, the Confidential Information.

17. Any notice 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 pre-paid airmail or by recorded delivery or by commercial courier, to each Party required to receive notice at its registered office address or such other address as a Party may substitute by written notice to the other Party from time to time. Notice shall be deemed given if:
 - 17.1 delivered personally, on the date of delivery; or
 - 17.2 sent by pre-paid first class post or pre-paid airmail or by recorded delivery, two business days after posting (exclusive of the date of posting); or
 - 17.3 delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
18. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
19. Subject to Clause 20, each Party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter (including any non-contractual disputes or claims).
20. The Parties acknowledge and agree that any breach of this Agreement could result in serious damage to the Disclosing Party's interests in respect of which damages may not be an adequate remedy. Notwithstanding Clause 19, each Party shall have the right to seek injunctive or other equitable relief in relation to any breach and/or imminent breach of this Agreement by the other Party in any court of competent jurisdiction in any territory throughout the world.
21. The Parties acknowledge and agree that:
 - 21.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
 - 21.2 Transmission of an executed counterpart of the entire Agreement (for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If this method of delivery is adopted, without prejudice to the validity of the Agreement, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.