

THIS AGREEMENT IS MADE BETWEEN

1. **Connected Places Catapult** incorporated and registered in England and Wales with company number **11837978** whose registered office is at 1 Sekforde Street, London, EC1R 0BE ("**CPC**"); and
2. **.....**, a company incorporated in **...** (company number **...**) whose registered office is at **...** ("**Applicant**")

(Each a "**Party**" and together the "**Parties**").

BACKGROUND

- A) The Applicant wishes to participate in the Scale Up Support Programme: Transport & Construction ("Programme")
- B) The Parties wish to exchange certain confidential information with each other relating to the Purpose (as defined below).

AGREEMENT

The Parties hereby agree as follows:

1 INTERPRETATION

- 1.1 In this Agreement the following words and phrases shall (except where the context otherwise requires) have the following meanings:

"Confidential Information" any and all confidential information in whatever form (whether written, oral, electronic, magnetic, or other media), however conveyed or presented, disclosed by a Party and/or its Related Persons to the other Party and/or its Related Persons (whether before or after the date of this Agreement) including all information concerning the business, affairs, operations, customers, prospective customers, processes, budgets, pricing policies, products, strategies, opportunities, developments, trade secrets, know-how, designs, software, personnel and suppliers of a Disclosing Party or any member of its Group and any other information which ought reasonably be considered to be confidential or proprietary having regard to the nature of the information and the circumstances of the disclosure (whether or not marked "confidential");

"Disclosing Party" a Party that discloses or makes available Confidential Information directly or indirectly;

"Group" in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;

"Holding company" and a "subsidiary" "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;

"Purpose" to enable discussion, application, and participation in the Programme.

"Receiving Party" a Party that receives or obtains Confidential Information directly or indirectly;

"Related Persons" employees, officers, representatives, agents, contractors, or advisers; and

"Term" 12 months from the date of this Agreement.

- 1.2 This Agreement shall be binding upon, and ensure to the benefit of, the Parties and their respective personal representatives, successors and permitted assignees, and references to any Party shall include that Party's personal representatives, successors and permitted assignees.
- 1.3 This Agreement shall become binding upon the Parties on the date on which the Applicant accepts in writing the offer to join the programme following the notification of successful selection.

2 RECEIVING PARTY'S OBLIGATIONS

- 2.1 Subject to clause 3, in consideration of the disclosure of Confidential Information by the Disclosing Party and/or its Related Persons to the Receiving Party and/or its Related Persons, the Receiving Party shall (and shall procure that its Related Persons shall):
 - 2.1.1 keep all Confidential Information confidential;
 - 2.1.2 not disclose or make available to, or allow to come into the possession of, any other person any of the Confidential Information;
 - 2.1.3 not use any Confidential Information other than as strictly necessary for the Purpose;
 - 2.1.4 at all times apply security measures to ensure protection of the Confidential Information including from unauthorised disclosure, copying, use or disposal and from loss or theft and in any event to no lesser standard than those measures the Receiving Party applies to its own Confidential Information;
 - 2.1.5 not copy, represent, or record any Confidential Information or otherwise create any document or other media from which any Confidential Information can be ascertained other than as strictly necessary for the Purpose (and any such copies, representations, records, documents, or other media shall be the property of the Disclosing Party).
- 2.2 The Receiving Party shall notify the Disclosing Party promptly if it becomes aware that any Confidential Information has or may have been disclosed to or otherwise come into the possession of any person other than in accordance with this Agreement.

3 EXCEPTIONS

- 3.1 Clause 2 shall not apply to any Confidential Information that:
 - 3.1.1 is or becomes generally available to or known by the public other than through breach by the Receiving Party or any of its Related Persons of clause 2 or of any other undertaking of confidentiality owed to the Disclosing Party;

- 3.1.2 was lawfully in the possession of the Receiving Party or any of its Related Persons (as evidenced by written records) before it was disclosed by the Disclosing Party or its Related Persons to the Receiving Party or any of its Related Persons and was not acquired directly or indirectly, from any person who was bound by a duty or agreement of confidentiality relating to such information;
 - 3.1.3 is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party or its Related Persons;
 - 3.1.4 the Parties agree in writing is not confidential or that one or more of the obligations in clause 2 shall not apply to such information.
- 3.2 At any time prior to termination of this Agreement, the Receiving Party may disclose Confidential Information of the Disclosing Party or of any member of its Group to the Receiving Party's Related Persons but only to the extent that such disclosure is strictly necessary for the Purpose and only provided that it informs those Related Persons that the Confidential Information is confidential and that the Receiving Party is bound by this Agreement in respect of such information;
- 3.3 The Receiving Party and any of its Related Persons may disclose Confidential Information to the extent required by:
- 3.3.1 law, any governmental or administrative authority or by an order of any court or other authority of competent jurisdiction; or
 - 3.3.2 regulations of any recognised investment, stock, or securities exchange on which its securities are traded or by the Panel on Takeovers and Mergers or other regulatory organisation and, to the extent legally permitted, it shall give the Disclosing Party as much notice of such disclosure as possible and take into account the reasonable requests of the Disclosing Party regarding the contents of such disclosure.

4 APPLICANT'S OBLIGATIONS

- 4.1 The Applicant shall throughout the Term:
- 4.1.1 collaborate and cooperate fully with CPC in relation to the Programme;
 - 4.1.2 upon entering into this Agreement appoint a representative (the "**Representative**") who shall have the authority under this Agreement to act on behalf of the Applicant and bind the Applicant on all matters relating to the Programme and to this Agreement, the Representative shall cooperate and collaborate fully with CPC;
 - 4.1.3 attend any events on the dates and times notified to the Applicant by CPC during the course of the Programme. Where the Applicant is unable to attend an event on a particular date it shall provide CPC with sufficient prior written notice, not less than 5 business days prior to the specific event and, where possible, arrange to attend the event on an alternate date;
 - 4.1.4 ensure that sufficient Applicant personnel attend events, at all times complying with the required number of personnel as specified by CPC, and ensure that where any personnel in attendance engage fully in the event and behave at all times in a suitable and professional manner;
 - 4.1.5 where relevant obtain and maintain any and all necessary licences, permissions and consents that may be required in order for the Applicant to comply with its obligations under this Agreement;

4.1.6 provide in timely manner all documents, information, items, materials and reports reasonably required by CPC in relation to the Programme by the dates specified by CPC to ensure there is no delay in the running of the Programme;

4.1.7 at the end of the Programme provide its reasonable assistance to CPC in the production of any deliverables. This shall include collecting and collating evidence and providing CPC with information on a timely basis in relation to the impact and outcomes for the Applicant as a result of taking part in the Programme, including an end of programme survey and offboarding interview.

4.1.8 The Recipient shall, upon the Catapult's request, perform at least **one** post-programme survey in the 12 months after the Programme finishes, and provide support and assistance to the Catapult with respect to the survey. The Recipient acknowledges that information collected via the survey is an important factor in understanding and improving the impact of the Programme.

5 TERM AND TERMINATION

5.1 This Agreement shall be for the Term.

5.2 The provisions of this Agreement shall continue to apply to Confidential Information disclosed during the Term for a further period of three (3) years thereafter.

5.3 Termination of this Agreement, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.

6 RETURN OF INFORMATION

6.1 Subject to clause 6.2, at the request of the Disclosing Party at any time, and in any event following notice being given under clause 5.1, the Receiving Party shall (and shall procure that any Related Person or other person to whom any Confidential Information has been provided shall):

6.1.1 promptly return to the Disclosing Party (or, at the Disclosing Party's request, destroy) all documents and other materials (including any copies) containing, reflecting, incorporating, or based on the Confidential Information of the Disclosing Party or any member of its Group;

6.1.2 promptly delete the Confidential Information of the Disclosing Party or any member of its Group from its computer systems or other electronic storage media; and

6.1.3 if requested by the Disclosing Party, give written confirmation to the Disclosing Party that it has complied with its obligations in clauses 6.1.1 and 6.1.2.

6.2 To the extent required by:

6.2.1 law, any governmental or administrative authority or by an order of any court or other authority of competent jurisdiction; or

6.2.2 regulations of any recognised investment, stock, or securities exchange on which its securities are traded or by the Panel on Takeovers and Mergers or other regulatory organisation,

the Receiving Party and its Related Persons may retain documents or other materials that otherwise it would be obliged to return or destroy under clauses 6.1.1 and 6.1.2 and the Receiving Party shall notify the Disclosing Party of any such documents or materials so retained and for what purpose they have been retained.

- 6.3 The provisions of this Agreement shall continue to apply to any Confidential Information retained under clause 6.2.

7 PROPRIETARY RIGHTS

- 7.1 All Confidential Information shall remain the property of the Disclosing Party. Each Party reserves all rights in its Confidential Information and grants no rights whatsoever to the other Party.
- 7.2 The Disclosing Party makes no warranties or representations (express or implied) as to the accuracy, completeness or otherwise of the Confidential Information it discloses.

8 GENERAL

- 8.1 This Agreement is personal to the Parties and neither Party shall assign, transfer, mortgage, charge, sub-contract, or deal in any other manner with any or all of its rights and/or obligations under this Agreement.
- 8.2 This Agreement does not constitute, establish, or imply any partnership, joint venture, agency, employment, or fiduciary relationship between the Parties.
- 8.3 No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the Parties.
- 8.4 This Agreement may be executed in counterparts or duplicates, each of which, when executed and delivered, shall constitute an original of this Agreement and such counterparts or duplicates together shall constitute one and the same instrument. No counterpart or duplicate shall be effective until each Party has executed and delivered at least one counterpart or duplicate.
- 8.5 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes and extinguishes all previous drafts, agreements, and understandings between them, whether oral or in writing, relating to its subject matter.
- 8.6 Each Party acknowledges and agrees that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance, warranty or understanding made by or on behalf of a Party (whether made innocently or negligently) which is not expressly set out in this Agreement.
- 8.7 Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone may 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 apply for the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of this Agreement.
- 8.8 Any notice or other communication under this Agreement shall be in writing, in English, and shall be delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) to the Receiving Party at its address set out at the beginning of this Agreement or such other address as that Party may specify by notice to the other Party.

- 8.9 No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Agreement.
- 8.10 A failure to exercise, or delay in exercising, a right, power, or remedy provided by this Agreement or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy. Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 8.11 This Agreement and any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the law of England.
- 8.12 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute.

Signed for and on behalf of **Connected
Places Catapult**

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Signature
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Name
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Title
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Date

Signed for and on behalf of

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Signature
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Name
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Title
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Date