



DATED

CONFIDENTIALITY AGREEMENT

between

ROBORACE LIMITED

and

Contents

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THIS AGREEMENT is dated

Parties

(1) Roborace Ltd a private limited company incorporated in England with registered number 09848067 with its registered office at 3 Charlbury Grove, Ealing, London W52DY (RR).

(2)
incorporated and registered in
with company number
whose registered office is at

(Partner).

Each of RR and Partner are referred to in this Agreement as a party and together as the parties.

Background

Each party wishes to disclose to the other party Confidential Information in relation to the Purpose. Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information. In consideration of the benefits to the parties of the disclosure of the Confidential Information, the parties have agreed to comply with the following terms in connection with the use and disclosure of Confidential Information.

Agreed terms

1 Definitions and interpretation

1.1 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 in England) when banks in London are open for business.

Confidential Information: all information (however recorded, preserved or disclosed) disclosed by a party or its Representatives to the other party and that party's Representatives whether before or after the date of this agreement in connection with the Purpose including but not limited to:

- (a) the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;
- (b) the existence and terms of this agreement;
- (c) any information that would be regarded as confidential by a reasonable business person relating to:

- (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party or of the Disclosing Party's Group; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets, software or intellectual property of the Disclosing Party or of the Disclosing Party's Group; and
- (d) any information or analysis derived from Confidential Information;
- but not including any information that:
- (a) is or becomes generally available to the public other than as a result of its disclosure in breach of this agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates (or any member of such party's Group) (except that any compilation of otherwise public information, knowhow or intellectual property in a form not publicly known shall nevertheless be treated as Confidential Information);
 - (b) the Recipient can show from its written records was, is or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Disclosing Party (or any member of the Disclosing Party's Group) or otherwise prohibited from disclosing the information to the Recipient;
 - (c) the Recipient can show from its written records was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party;
 - (d) the parties agree in writing is not confidential or may be disclosed;
 - (e) is developed by or for the Recipient independently of the information disclosed by the Disclosing Party or its Representatives.

Disclosing Party: the party to this agreement which discloses or makes available directly or indirectly the relevant Confidential Information and a **Disclosing Party's Confidential Information** shall mean Confidential Information which is disclosed by or on behalf of the Disclosing Party or its Representatives to the Recipient or its Representatives.

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.

Purpose:

Recipient: a party to this agreement which receives or obtains directly or indirectly Confidential Information.

Representative: employees, officers, and professional advisers of the Recipient or of any member of the Recipient's Group.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 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.
- 1.7 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.8 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.9 The *ejusdem generis* rule of interpretation shall not apply to this Agreement.

2 Obligations of confidentiality

- 2.1 The Recipient shall keep Confidential Information made available to it or its Representatives by the Disclosing Party or its Representatives confidential and,

except with the prior written consent of the Disclosing Party, shall:

- (a) not use or exploit the Confidential Information in any way except for the Purpose;
- (b) not disclose or make available the Confidential Information in whole or in part to any person, except as expressly permitted by this agreement;
- (c) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
- (d) keep separate the Confidential Information from all documents and other records of the Recipient; and
- (e) apply the same security measures and degree of care to the Confidential Information as the Recipient applies to its own confidential information, which the Recipient warrants as providing adequate protection from unauthorised disclosure, copying or use.

2.2 The Recipient may disclose the Disclosing Party's Confidential Information to those of its Representatives who need to know this Confidential Information for the Purpose, provided that it:

- (a) informs its Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) procures that each of its Representatives shall, in relation to any Confidential Information disclosed to them, comply with this agreement as if it were the Recipient.

2.3 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed 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 the other party as much notice of this 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 the other party in relation to the content of this disclosure.

2.4 Neither party shall make, or permit any person to make, any public announcement concerning this agreement, the Purpose or its prospective interest in the Purpose without the prior written consent of the other party except as required by law or any governmental or regulatory authority or by any court or other authority of competent jurisdiction.

3 Return of information

3.1 At the request of the Disclosing Party, the Recipient shall (and shall produce that each of its Representatives shall):

- (a) destroy or return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information provided by or on behalf of the Disclosing Party;
- (b) erase all the Disclosing Party's Confidential Information from its computer systems or which is stored in electronic form (to the extent reasonably practicable); and
- (c) certify in writing to the Disclosing Party 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 Disclosing Party's Confidential 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 agreement shall continue to apply to any documents and materials retained by the Recipient.

4 Reservation of rights and acknowledgement

- 4.1 All Confidential Information shall remain the property of the Disclosing Party. Each party reserves all rights in its Confidential Information. No rights (including, but not limited to, intellectual property rights) in respect of a party's Confidential Information are granted to the other party (or any other person) and no obligations are imposed on the Disclosing Party in respect to its Confidential Information other than those expressly stated in this agreement in either case as a result of disclosing such Confidential Information.
- 4.2 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of the Confidential Information.
- 4.3 The disclosure of Confidential Information by the Disclosing Party shall not form any offer by, or representation or warranty on the part of, the Disclosing Party to enter into any further agreement in relation to the Purpose, or the development or supply of any product or service to which the Confidential Information relates.
- 4.4 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, the Disclosing Party 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.

5 Warranty and indemnity

- 5.1 Each Disclosing Party warrants that it has the right to disclose its Confidential Information to the Recipient and to authorise the Recipient to use such Confidential Information for the Purpose.
- 5.2 Each Recipient shall indemnify and keep fully indemnified the Disclosing Party 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 reasonable costs and expenses suffered or incurred by the Disclosing Party and/or its Group) arising from any breach of this agreement by the Recipient.

6 Term and termination

- 6.1 The obligations of each party shall, notwithstanding any earlier termination of negotiations or discussions between the parties in relation to the Purpose, continue for a period of three years from the date on which either party notifies the other that it no longer wishes to pursue the Purpose.
- 6.2 Termination of the obligations under this agreement shall not affect any accrued rights or remedies to which either party is entitled at the date of such termination.

7 Entire agreement and variation

- 7.1 This agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 7.2 Each party agrees that it shall have no remedies in respect of any representation (whether made innocently or negligently) or warranty that is not set out in this agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) shall be for breach of contract.
- 7.3 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

8 No waiver

- 8.1 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.
- 8.2 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.

9 Assignment

Either 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 with the written agreement of the other party.

10 Notices

- 10.1 Any notice or other communication required to be given under this agreement, shall be in writing and shall only be delivered if it is delivered personally or by commercial courier or delivered by e-mail to the address set out below:

(a) RR:

Mr Andrew Reid
3 Charlbury Grove
Ealing
London W52DY
United Kingdom
andrew@kinetik.vc

(b) Partner:

or as otherwise specified by the relevant party by notice in writing to the other party provided that such notice shall be effective on the later of the date set out in such notice and the day falling five days after the delivery of such notice.

- 10.2 Any notice or other communication shall be deemed to have been duly received:
- (a) if delivered personally or by courier, when left at the address and for the contact referred to in this clause; or
- (b) if delivered by e-mail at the time when the e-mail is received (as evidenced by, and provided that, a receipt of delivery e-mail is received).

11 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.

12 Third party rights

A person who is not a party to this agreement shall not have any rights under or in connection with it.

13 Governing law and jurisdiction

13.1 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 English law.

13.2 **This clause 13.2 shall only apply if the Partner is incorporated in England and Wales is an Individual who is resident in the United Kingdom.** 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).

13.3 **This clause 13.3 shall apply only if clause 13.2 does not apply.** Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (**LCIA**), which rules are deemed to be incorporated by reference into this clause. Any arbitration commenced pursuant to this clause shall be administered by the LCIA. The appointing authority shall be the LCIA. The standard LCIA Administrative Procedures and Schedule of Costs shall apply. The number of arbitrators shall be one. The place of arbitration shall be London, UK. The language to be used in the arbitral proceedings shall be English

This agreement has been entered into on the date stated at the beginning of it.

Signature page follows.

Signature page to a Confidentiality agreement

Signed by Mr Andrew Reid
for and on behalf of RR Director

Signed by
for and on behalf of Partner Director