

## **Non-Disclosure & Non-Compete Agreement**

**This Agreement** is made and entered into by and between:

**Model Britain Ltd**, a company incorporated in England and Wales with company number [insert number] and its registered office at [insert address] (the “**Disclosing Party**”); and

The individual or entity registering for and granted access to the Model Britain secure investor portal (the “**Receiving Party**”).

### **Definitions**

For the purposes of this Agreement:

- “**Confidential Information**” has the meaning given in Clause 2.1.
- “**Permitted Purpose**” means the purpose set out in Clause 1.
- “**Non-Compete Period**” means the 36-month period specified in Clause 4.1, commencing on the date of initial portal access.

### **1. Purpose**

The Receiving Party wishes to access the Model Britain secure investor portal to evaluate potential investment, sponsorship, or collaboration opportunities with the Disclosing Party (the “Permitted Purpose”). All obligations under this Agreement take effect from the date of initial portal access.

### **2. Confidential Information**

2.1 For the purpose of this Agreement, “Confidential Information” means all information, data, documents, plans, concepts, financials, designs, images, videos, and any other materials disclosed or made available by the Disclosing Party, regardless of the format (written, oral, electronic, etc.) or whether it is marked as confidential.

2.2 Confidential Information does not include information that:

- (a) is or becomes publicly known through no fault or breach of this Agreement by the Receiving Party;
- (b) was already known to the Receiving Party before its disclosure by the Disclosing Party, provided that this prior knowledge can be substantiated; or
- (c) is lawfully obtained by the Receiving Party from a third party without any breach of confidentiality.

### **3. Obligations of Confidentiality**

The Receiving Party agrees to:

- (a) use the Confidential Information only for the Permitted Purpose;
- (b) hold the Confidential Information in strict confidence and take all reasonable steps to

protect it from unauthorised use, disclosure, or access;

- (c) not disclose any Confidential Information to any third party without the Disclosing Party's prior written consent; and
- (d) immediately notify the Disclosing Party upon becoming aware of any unauthorised use, disclosure, or loss of the Confidential Information.

#### **4. Non-Compete**

4.1 The Receiving Party agrees that for the **Non-Compete Period** they will not, directly or indirectly, within the United Kingdom:

- (a) establish, invest in, or be employed by any business that is substantially similar to, or competes with, the Disclosing Party's business; or
- (b) use the Confidential Information to develop, or assist in the development of, any competing attraction, exhibit, model display, or related tourism/entertainment business.

4.2 The restrictions in Clause 4.1 apply regardless of whether the Receiving Party acts alone, jointly, or in association with others. This includes acting as a consultant, director, partner, or shareholder (unless such shareholding is in a publicly traded company and represents less than 5% of the total shares in that class).

#### **5. Non-Circumvention**

The Receiving Party agrees not to use the Confidential Information to circumvent or attempt to circumvent the Disclosing Party by directly contacting or engaging with suppliers, contractors, investors, sponsors, or other business contacts introduced or disclosed by the Disclosing Party.

#### **6. Intellectual Property & Ownership**

All Confidential Information, including all intellectual property rights contained within it, remains the sole and exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any licence, right, or interest in or to the Confidential Information, except for the limited right of use specified in Clause 3.

#### **7. Return or Destruction of Materials**

Upon the Disclosing Party's request, or upon the termination of this Agreement, the Receiving Party must promptly return or permanently destroy all Confidential Information in their possession, including all copies, summaries, and extracts, and certify in writing that this has been completed.

#### **8. Remedies for Breach**

The Receiving Party acknowledges that any breach of this Agreement may cause irreparable harm to the Disclosing Party for which monetary damages alone would be an inadequate

remedy. The Disclosing Party shall therefore be entitled to seek:

(a) injunctive relief and specific performance, in addition to any other remedies available at law or in equity; and

(b) recovery of all costs and expenses, including reasonable legal fees, incurred in enforcing this Agreement.

## **9. Duration**

The confidentiality obligations in this Agreement shall survive indefinitely. The non-compete and non-circumvention provisions shall remain in effect for the **Non-Compete Period**.

## **10. Governing Law & Jurisdiction**

This Agreement is governed by and shall be construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to hear and determine any disputes arising from or in connection with this Agreement.

## **11. Acceptance**

By registering for and accessing the Model Britain secure investor portal, the Receiving Party confirms their understanding of, and agrees to be legally bound by, the terms and conditions of this Agreement.

### **Model Britain Ltd**

14 Ceres Grove,  
Fairfields,  
Milton Keynes,  
England,  
MK11 4DQ

Company number **16203845**