



MODEL BRITAIN LTD

CONFIDENTIALITY & SECURE PORTAL ACCESS AGREEMENT

Version 4.0 — Approved

Please read this Agreement carefully. By executing this Agreement, the Receiving Party agrees to be legally bound by its terms as a condition of receiving access to confidential Model Britain information and, where applicable, the Model Britain Secure Portal.

1. Parties

This Confidentiality & Secure Portal Access Agreement (“**Agreement**”) is made between:

Model Britain Ltd, a company incorporated in England and Wales (company number **16203845**) with its registered office at **14 Ceres Grove, Fairfield, Milton Keynes, MK11 4DQ** (“**Model Britain**” or the “**Disclosing Party**”);

and

the individual or organisation identified in the execution section (“**Receiving Party**”).

Where an individual executes this Agreement on behalf of an organisation, that individual confirms that they have authority to bind that organisation to the terms of this Agreement.

2. Purpose

2.1 Model Britain may disclose certain confidential, proprietary or commercially sensitive information to the Receiving Party for the purpose of evaluating, discussing or progressing a potential:

- investment;
- sponsorship arrangement;
- intellectual property partnership or licence;
- strategic or commercial partnership;
- professional or advisory engagement;
- supply, development or delivery relationship; or
- other authorised collaboration with Model Britain

(together, the “**Permitted Purpose**”).

2.2 The Receiving Party shall use Confidential Information solely for the Permitted Purpose.

2.3 This Agreement applies to Confidential Information disclosed before or after the date of execution in connection with the Permitted Purpose.

3. Confidential Information



3.1 “Confidential Information” means all non-public information disclosed or made available by or on behalf of Model Britain, whether orally, in writing, visually, electronically, through the Secure Portal or otherwise, including:

- business plans, strategies, commercial proposals and operational assumptions;
- financial information, budgets, forecasts, valuations and investment materials;
- land, site, planning, development and masterplanning information;
- concept designs, architectural materials, drawings, images, models and visualisations;
- visitor forecasts, market analysis, research and performance assumptions;
- information relating to investors, sponsors, intellectual property owners, advisers, consultants, contractors, suppliers and other commercial relationships;
- intellectual property, creative concepts, branding, visitor experience concepts and proprietary know-how;
- contracts, draft agreements, heads of terms and commercially sensitive correspondence;
- technical, operational, procurement, programme and delivery information;
- information concerning the existence, nature, terms, status or progress of discussions, negotiations or any proposed relationship or transaction with Model Britain; and
- any notes, analyses, summaries, extracts or other materials derived from the above.

3.2 Confidential Information shall be treated as confidential whether or not it is marked or identified as confidential.

3.3 Confidential Information does not include information which the Receiving Party can demonstrate:

- is or becomes publicly available other than through a breach of this Agreement;
- was lawfully in its possession before disclosure by Model Britain and was not subject to a duty of confidentiality;
- is lawfully received from a third party who is not under an obligation of confidentiality in respect of that information; or
- is independently developed without reference to or use of Confidential Information.

4. Confidentiality Obligations

4.1 The Receiving Party shall:

- keep Confidential Information strictly confidential;
- use it solely for the Permitted Purpose;

- implement reasonable and appropriate security measures to prevent unauthorised access, use, copying, disclosure or loss;
- not disclose it except as permitted under this Agreement;
- not copy, reproduce, download or distribute it except to the extent reasonably necessary for the Permitted Purpose;
- not remove, obscure or alter any confidentiality, copyright, watermark or proprietary notice contained within any information or document; and
- notify Model Britain promptly upon becoming aware of any unauthorised access, use, disclosure or loss of Confidential Information.

5. Representatives

5.1 The Receiving Party may disclose Confidential Information only to those of its directors, officers, employees, professional advisers, consultants, financing sources or other representatives who have a genuine need to know the information for the Permitted Purpose (“**Representatives**”).

5.2 The Receiving Party shall disclose to a Representative only such Confidential Information as is reasonably necessary for that Representative's involvement in the Permitted Purpose.

5.3 The Receiving Party shall ensure that its Representatives:

- are informed of the confidential nature of the information;
- use the information solely for the Permitted Purpose; and
- are subject to confidentiality obligations no less protective than those contained in this Agreement.

5.4 The Receiving Party shall be responsible for any breach of this Agreement caused by a Representative to whom it has disclosed Confidential Information.

6. Required Disclosure

6.1 Where the Receiving Party or any of its Representatives is required by law, court order, regulatory authority or other legally binding requirement to disclose Confidential Information, it may do so only to the extent legally required.

6.2 Where legally permitted, the Receiving Party shall give Model Britain prompt prior written notice of the required disclosure so that Model Britain has a reasonable opportunity to seek appropriate protective measures.

7. Competitive Misuse

7.1 Nothing in this Agreement restricts the Receiving Party's ability to conduct business activities developed independently of, and without reference to, Confidential Information.



7.2 The Receiving Party shall not use, rely upon or be informed by Confidential Information, directly or indirectly, to:

- establish, develop, fund, advise, support or assist any business, attraction, destination or proposition that copies, replicates or materially derives from confidential aspects of the Model Britain concept;
- replicate, appropriate or commercially exploit Model Britain's confidential business model, attraction concept, designs, development strategy, intellectual property or proprietary know-how;
- obtain a competitive advantage against Model Britain; or
- undertake any activity inconsistent with the Permitted Purpose.

7.3 A business activity shall be regarded as independent for the purposes of this Clause only where it is demonstrably developed without use of Confidential Information.

8. Non-Circumvention

8.1 The Receiving Party shall not use Confidential Information, introductions, relationship information or commercial context provided by Model Britain to bypass, circumvent or exclude Model Britain from any commercial opportunity arising directly from the Permitted Purpose.

8.2 The Receiving Party shall not use Confidential Information relating to Model Britain's investors, sponsors, intellectual property partners, landowners, developers, advisers, contractors, suppliers or other commercial contacts to pursue any unauthorised commercial arrangement intended to deprive Model Britain of the benefit of the relevant relationship or opportunity.

8.3 Nothing in this Clause restricts engagement with parties which the Receiving Party can demonstrate were known independently and were not identified through Confidential Information or introductions made by Model Britain.

8.4 Engagement authorised by Model Britain in writing shall not constitute circumvention.

9. Intellectual Property

9.1 All Confidential Information and all intellectual property rights in or relating to it remain the property of Model Britain or the relevant third-party owner.

9.2 No licence, assignment, transfer or other right is granted to the Receiving Party except the limited right to review and use Confidential Information for the Permitted Purpose.

9.3 The Receiving Party shall not register, seek to register, claim ownership of, challenge Model Britain's ownership of, or assist any third party to register, claim ownership of or challenge Model Britain's rights in any intellectual property contained in or derived from Confidential Information.

10. Secure Portal Access

10.1 Where the Receiving Party is granted access to the Model Britain Secure Portal (“**Secure Portal**”), access is personal to the authorised user.

10.2 The Receiving Party shall keep all credentials secure and shall not:

- share usernames, passwords or access links;
- permit any unauthorised person to access or use its account;
- attempt to access materials or areas for which it has not been authorised; or
- attempt to bypass, defeat or circumvent any technical or access restriction.

10.3 Model Britain may suspend, restrict or withdraw Secure Portal access at any time.

10.4 Suspension, restriction or withdrawal of Secure Portal access does not affect any continuing obligation of the Receiving Party under this Agreement.

10.5 Secure Portal access does not create any right to continued access to any particular document, information, opportunity or transaction.

11. No Representation or Obligation to Proceed

11.1 Confidential Information is provided for evaluation purposes only.

11.2 Except as may subsequently be expressly provided in a definitive written agreement, Model Britain makes no representation or warranty as to the completeness or accuracy of the Confidential Information, and the Receiving Party shall undertake its own due diligence.

11.3 Nothing disclosed or made available under this Agreement constitutes:

- investment advice;
- an offer of securities;
- a binding commercial offer;
- a commitment by Model Britain to enter into any transaction; or
- an obligation on either party to continue discussions.

11.4 Either party may discontinue discussions at any time.

12. Return and Destruction

12.1 Upon written request from Model Britain, or upon conclusion of discussions relating to the Permitted Purpose, the Receiving Party shall promptly:

- return or securely destroy Confidential Information in its possession or control;

- delete electronic copies where reasonably practicable; and
- if requested by Model Britain, confirm in writing that this has been completed.

12.2 The Receiving Party may retain Confidential Information only to the extent required by law, regulation, applicable professional standards or automatic backup and archival systems, provided that any retained Confidential Information remains subject to this Agreement and is not used for any other purpose.

13. Data Protection

13.1 Each party shall comply with applicable data protection law in relation to personal data processed in connection with this Agreement.

13.2 Model Britain may retain information relating to the execution and administration of this Agreement, including the identity and contact details of the Receiving Party, date and time of execution, agreement version and relevant Secure Portal access records, for legal, security, governance and audit purposes.

14. Remedies

14.1 The Receiving Party acknowledges that unauthorised use or disclosure of Confidential Information may cause Model Britain substantial harm for which damages alone may not be an adequate remedy.

14.2 Model Britain may seek any remedy available at law, including injunctive relief, specific performance and damages.

14.3 Nothing in this Agreement limits any other rights or remedies available to Model Britain.

15. Duration

15.1 The confidentiality and restricted-use obligations under this Agreement shall continue for **five (5) years from the date of the most recent disclosure of Confidential Information**.

15.2 Notwithstanding Clause 15.1, information constituting a **trade secret, as defined under applicable law**, shall remain protected for so long as it remains a trade secret.

15.3 Clauses relating to intellectual property, unauthorised use, Secure Portal security and retained Confidential Information shall survive termination or expiry of this Agreement to the extent necessary to give those provisions effect.

16. No Waiver

16.1 A failure or delay by Model Britain to exercise any right or remedy under this Agreement shall not constitute a waiver of that right or remedy.

16.2 Any waiver must be in writing.

17. Severability

17.1 If any provision of this Agreement is found to be invalid, unlawful or unenforceable, that provision shall be treated as modified to the minimum extent necessary to make it valid and enforceable.

17.2 If such modification is not possible, the affected provision shall be treated as deleted without affecting the validity or enforceability of the remaining provisions.

18. Entire Agreement

18.1 This Agreement constitutes the entire agreement between the parties regarding confidentiality and Secure Portal access for the Permitted Purpose.

18.2 It supersedes any previous confidentiality understanding relating to the same subject matter unless the parties expressly agree otherwise in writing.

18.3 Nothing in this Agreement prevents the parties from subsequently entering into a transaction-specific or relationship-specific agreement containing additional or more stringent confidentiality, intellectual property or other obligations.

19. Notices

19.1 Any notice given under or in connection with this Agreement shall be in writing and may be delivered by email or to the registered office, business address or other contact details specified by the relevant party in this Agreement or the execution details.

19.2 Notices to Model Britain shall be sent to:

Email: legal@modelbritain.co.uk

and/or to:

Model Britain Ltd

14 Ceres Grove

Fairfields

Milton Keynes

MK11 4DQ

United Kingdom

19.3 A party shall notify the other party of any change to its contact details for the purposes of this Clause.

20. Governing Law and Jurisdiction

20.1 This Agreement and any dispute or claim arising out of or in connection with it, including any non-contractual dispute or claim, shall be governed by and construed in accordance with the laws of England and Wales.

20.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

21. Electronic Execution

21.1 By executing this Agreement, the Receiving Party confirms that:

- it has read and understood this Agreement;
- it has had the opportunity to obtain independent legal advice before accepting it;
- it intends to be legally bound by its terms; and
- where an individual executes this Agreement on behalf of an organisation, that individual confirms that they are authorised to bind that organisation.

21.2 This Agreement may be executed electronically.

21.3 Electronic acceptance, including submission of the execution form associated with this Agreement, constitutes evidence of the Receiving Party's intention to authenticate this Agreement and to be legally bound by its terms.

21.4 Access to confidential areas of the Secure Portal may be withheld until this Agreement has been successfully executed and Model Britain has approved the Receiving Party's access.