

NON-DISCLOSURE AGREEMENT**DATED:****PARTIES:**

1. **Rolls-Royce SMR Limited** (incorporated in England with company registration number 13039768) whose registered office is at C/O Rolls-Royce Plc, Moor Lane, Derby DE24 8BJ ("**Rolls-Royce SMR**"); and
2. **XXXXXXXXXXXXXX** (incorporated in **XXX** with company registration number **XXX**) whose registered office is at the **XX** ("**Counterparty**")

(each a "**Party**" and together, the "**Parties**").**DEFINITIONS**

Authorised Person means any director, officer, employee, consultant, secondee or adviser of a Party or of any company within a Party's Group and the parties listed in Appendix A (Authorised Persons) as updated from time to time by Rolls-Royce SMR.

Confidential Information means all IP, financial, business, technical or other data and all other confidential information (whether written, oral or in electronic form or on magnetic or other media) concerning a Disclosing Party and/or the business of that Disclosing Party that a Receiving Party (i) receives or accesses as a result of any discussions or dealings in connection with the Purpose or examination, testing or analysis of software, or (ii) learns during visits to a Disclosing Party's premises, but not any information excluded in accordance with Clause 3.1.

Control means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of a company or (b) direct or cause the direction of the management and policies of such company, whether by contract or otherwise and the term "**Controlled**" will be construed accordingly.

Disclosing Party means a Party, any Group company and in the case of Rolls-Royce SMR, each of its shareholders, that discloses Confidential Information.

Effective Date means **xx xxxxxxxx 2022**

Government or Regulatory Authority means any national, state, local, regional, territorial or municipal body, ministry, government department, commission, board, bureau, agency, instrumentality, executive, legislative, judicial or administrative body having jurisdiction over the Parties or in Rolls-Royce SMR's small modular reactor programme including without limitation, in the case of Rolls-Royce SMR, the Office for Nuclear Regulation, the Environment Agency, the Health and Safety Executive, the Treasury, the Department for Business, Energy and Industrial Strategy, UK Research and Innovation, Low Carbon Contracts Company Limited and any successors of them.

Group means a Party and any other company that, directly or indirectly, it is in Control of, is Controlled by, or is under common Control with.

IP means any patents, registered designs, Marks, copyright, design rights, database rights, moral rights, trade secrets, know-how, metatags, petty patents, utility models whether registered or unregistered and all similar or equivalent property rights including those subsisting in any part of the world in inventions, designs, drawings, computer programs, semiconductor topographies, business names, IP addresses, goodwill, 'get-up' and the style and presentation of goods or services and in applications for protection of the same and any continuations, re-issues or divisions relating to them in any part of the world.

- Law** Means any statute, ordinance, code, law, binding court decision, decree, by-law, order, circular, rule or regulation which has force of law, whether now or at any time in the future in effect and whether of any Government or Regulatory Authority .
- Marks** means trademarks, service marks (whether registered or not), domain names and social networking identifiers.
- Purpose** means to hold discussions and exchange information between the Parties in connection with the technical, regulatory and commercial aspects of Rolls-Royce SMR's small modular reactor programme.
- Receiving Party** means a Party and any Group company receiving Confidential Information.

AGREED TERMS:

1. DISCLOSURE

All Confidential Information disclosed by a Disclosing Party to a Receiving Party for the Purpose will be protected under the terms of this Agreement from the Effective Date. All Confidential Information will remain the property of the Disclosing Party, which warrants that it has the right to disclose it but does not warrant its accuracy or completeness.

2. OBLIGATIONS

2.1 Each Receiving Party will use all Confidential Information solely for the Purpose and undertakes to:

- (a) solely disclose it to Authorised Persons and/or to any Government or Regulatory Authority, where strictly necessary to fulfil the Purpose;
- (b) treat the Confidential Information with reasonable care (and at least the same level of care as if it were its own) and keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;
- (c) not make any copies, summaries or transcripts of it unless this is strictly necessary for the Purpose (all such copies, summaries or transcripts will be deemed to be Confidential Information);
- (d) clearly mark as the proprietary or confidential information of the Disclosing Party any internal report that is generated using Confidential Information;
- (e) not export it, or permit it to be exported, in breach of Law or any relevant export regulations;
- (f) notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;
- (g) upon request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by Law or that may be reasonably impractical to delete from its electronic back-up systems. The provisions of this Agreement will continue to apply to any retained Confidential Information; and
- (h) inform its Authorised Persons of the provisions of this Agreement and take all steps necessary to procure their compliance with them. All acts or omissions of a Receiving Party's Authorised Persons and Group companies will be treated as if they were the acts or omissions of the Receiving Party itself.

3. EXCEPTIONS

3.1 Confidential Information will not include any information that:

- (a) is generally and publicly available other than by breach of this Agreement (except that any compilation of otherwise public information in a form not publicly known will be treated as Confidential Information);

- (b) is lawfully in the possession of a Receiving Party before its disclosure under this Agreement as evidenced by written records;
 - (c) has been obtained from a third party who is free to disclose it; or
 - (d) has been independently developed without access to any Confidential Information, provided that the Receiving Party has appropriate supporting evidence.
- 3.2 This Agreement does not prevent the disclosure of Confidential Information by a Receiving Party where such disclosure is required by Law, and in such circumstances the Receiving Party will, prior to such disclosure:
- (a) to the extent permitted by Law, gives the Disclosing Party evidence of the order for disclosure and reasonable notice to allow the Disclosing Party an opportunity to seek a protective order or similar; and
 - (b) provides all assistance that the Disclosing Party reasonably requires to protect its Confidential Information, including using reasonable efforts to obtain written assurance from the applicable recipient under the Law that it will afford the Confidential Information a reasonable level of protection.
- 3.3 Subject to Clause 3.2(a) and (b) above, the Receiving Party will limit any disclosure of Confidential Information under Clause 3.2 solely to that which is strictly necessary to respond to any relevant disclosure request and will work in consultation with the Disclosing Party in responding to any such request.

4 RIGHTS

- 4.1 No Party will use another Party's name or Marks in any public disclosure without that Party's prior written consent.
- 4.2 No title, right or interest in or to any IP in the Confidential Information is granted to any Receiving Party. A Receiving Party will not (and will ensure that an Authorised Person does not) apply or register any title, right or interest in or to any IP for any part of the Confidential Information.
- 4.3 Counterparty will not assign, novate, sub-contract or otherwise transfer their rights or obligations under this Agreement without the prior written consent of Rolls-Royce SMR.

5 GENERAL TERMS

- 5.1 If a Party decides not to be involved or to discontinue its involvement in the Purpose with the other Party will notify the other Party in writing immediately.
- 5.2 This Agreement will terminate on the earlier of (a) 5 years from the Effective Date, or (b) at any time on 30 days' written notice from a Party to the other Parties. Notwithstanding termination of this Agreement, the rights, obligations and liabilities of each Party will continue for a period of 5 years from the termination of this Agreement.
- 5.3 Any notice or other communication in connection with this Agreement will be in English in writing and, unless otherwise stated, will be given in person, by certified post or electronic mail. Unless otherwise notified in writing, the contact details for all communications in connection with this Agreement are:

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|----------------------|------------|---|
| (a) Rolls-Royce SMR: | Address: | Rolls-Royce SMR Limited Jubilee House 4 St. Christopher's Way Pride Park Derby DE24 8JY |
| | Attention: | Commercial Director |
| (b) Counterparty; | Address | XXXXXX XXXXXX XXXXXX XXXXXX |

Attention **XXXXXXXX**

Any notice given in connection with this Agreement will only be effective: (a) if delivered in person, when delivered; (b) if sent by pre-paid certified post or recorded delivery, two business days after posting; (c) if sent by commercial courier service, on the date and at the time that the courier's delivery receipt is signed; or (d) if sent by electronic mail, at the time successfully transmitted.

- 5.4 This Agreement constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all previous agreements between the Parties relating to the Purpose to the extent of any conflict. No variation of this Agreement is effective unless it is in writing between the Parties.
- 5.5 This Agreement is intended to facilitate only the exchange of Confidential Information and is not intended to create a teaming arrangement, joint venture, partnership or any other business organisation arrangement between the Parties.
- 5.6 This Agreement may be executed in any number of separate counterparts by the Parties and by each Party on separate counterparts, and such counterparts may be exchanged between the Parties by any method of delivery for notices or communications set out in Clause 5.3. Each counterpart is an original but all counterparts will together constitute one and the same instrument.
- 5.7 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement will be governed in accordance with the laws of England, and the Parties submit to the exclusive jurisdiction of the courts of England. Nothing in this Clause 5.7 will limit the right of any Party at any time to seek specific performance or injunctive or any other form of equitable relief in any jurisdiction, and each Party agrees not to claim any sovereign immunity from proceedings brought, or any relief or enforcement sought, by or on behalf of another Party or its Group against it in connection with the terms of this Agreement.
- 5.8 This Agreement is made solely between and for the benefit of the Parties, each company within each Party's Group and in the case of Rolls-Royce SMR, each of its shareholders, whose Confidential Information is disclosed, and any entity in a Party's Group and in the case of Rolls-Royce SMR, each of its shareholders, may enforce this Agreement as if they were a Party to this Agreement. Except where expressly stated, this Agreement is not intended to be for the benefit of and will not be enforceable by any other person whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. A Party may terminate or amend this Agreement without the consent of other companies within that Party's Group and in the case of Rolls-Royce SMR, its shareholders.
- 5.9 Counterparty irrevocably appoints **[NAME] of [ADDRESS] [FAX NUMBER]** as its agent to receive on its behalf in England service of any proceedings. Such service will be deemed completed on delivery to such agent (whether or not it is forwarded to and received by Counterparty) and will be valid until such time as the other Parties have received prior written notice from Counterparty that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England, Counterparty 2 will immediately appoint a substitute acceptable to the other Parties and deliver to the other Parties the new agent's name, address and fax number within England. Counterparty agrees that failure by an agent to notify it of any process will not invalidate the relevant proceedings. This Clause 5.9 does not affect any other method of service allowed by Law.

Signed by

for and on behalf of **Rolls-Royce SMR Limited**

Name:

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Job Title:

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Date:

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Signed by

for and on behalf of **XXXXXXXXXXXXXX**

Name:

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JobTitle:

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Date:

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Appendix A – Authorised Persons

The following parties are treated as an Authorised Person(s) under this agreement.

- Assystem Energy & Infrastructure Limited
- Atkins Limited
- BAM Nuttall Limited
- Laing O'Rourke Services Limited
- National Nuclear Laboratory Limited
- The University of Sheffield
- TWI Limited
- Jacobs Clean Energy Limited
- Keppel FELS Limited
- Rolls-Royce Power Engineering Plc
- Rolls-Royce PLC
- BNF Resources (UK) limited
- Exelon Generation Limited
- Qatar Holding LLC
- Such potential financial institutions, purchasers and investors in the RR SMR programme as RR SMR may, from time to time, approve in writing