



MUTUAL NON DISCLOSURE AGREEMENT

The date of this agreement (the "Agreement") is _____ (the "Effective Date") and this Agreement is made:

BETWEEN:

- (1) **LIBERTY CHARGE LIMITED (trading as Believ)** (the "EVCo") (company number 12231122) whose registered office is at Griffin House, 161 Hammersmith Road, London W6 8BS; and
- (2) **Corfe Castle Parish Council** whose principal place of business is at 34 Egmont Road, Poole, Dorset, BH16 5BZ

WHEREAS:

The EVCo and the Supplier wish to disclose Confidential Information (as defined in Clause 1.1(B) below) in accordance with the provisions of this Agreement for the purpose of discussions between the parties regarding the possible entry into a business opportunity involving the installation and operation of electric vehicle charging points by the EVCo at premises owned or controlled by the Supplier (the "Permitted Purpose").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

1.1 For the purposes of this Agreement:

- (A) "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity from time to time, provided that "Affiliate" shall also include, in the case of the EVCo, Liberty Global plc and any entity or undertaking in respect of which Liberty Global plc or any of its Affiliates owns or controls (directly or indirectly) at least 50% of the issued share capital or other ownership interest or at least 50% of the voting rights and any other shareholder for as long as any such shareholder has the beneficial ownership of 50% of the EVCo's issued capital
- (B) "Confidential Information" means:
 - (1) information and material (in any media) of whatever nature relating to the Disclosing Party Group, including information relating to the Disclosing Party Group's activities, technology, Intellectual Property Rights, assets, positions, strategy, services and products, financial information, third-party information the Disclosing Party Group is obligated to keep confidential, marketing, commercial information and the affairs and details of the Disclosing Party Group's current, former or prospective customers and suppliers (and all information obtained by observation during visits to the Disclosing Party Group's premises), in each case that is obtained by the Recipient Party Group or that is provided to the Recipient Party Group whether before or after the date of this Agreement, in connection with the Permitted Purpose (provided

that references in this Clause 1.1(B) to Disclosing Party Group shall include any part of the Disclosing Party Group);

- (2) any portions of reports, analyses, data, plans, compilations, studies and other documents prepared by or on behalf of the Recipient Group which contain or otherwise reflect or are generated from any such information as is specified in Clause 1.1(B) above and the contents thereof; and
- (3) the existence and contents of this Agreement;
- (D) "Control" means the beneficial ownership more than 50% of the issued share capital or the legal power to direct or cause the direction of the general management of the company, partnership or other entity in question (including the right to appoint or remove the majority of the board of directors (or equivalent body) of the company, public body, partnership or other entity);
- (E) "Disclosing Party" means the party disclosing any Confidential Information or whose Affiliates disclose any Confidential Information to the Recipient Group;
- (F) "Disclosing Party Group" means the Disclosing Party and its Affiliates from time to time;
- (G) "EIR" means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
- (H) "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
- (I) "Intellectual Property" means patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, database rights (including rights of extraction), internet domain names, know-how, secret formulae and processes, lists of suppliers and customers, intellectual property rights granted under licences and any other proprietary knowledge and information or intellectual property rights anywhere in the world (and "Intellectual Property Rights" shall be construed accordingly);
- (J) "EVCo Group" means the EVCo, its Affiliates and Liberty Global Plc (and any of its Affiliates and undertakings) and any other shareholder (and any of its Affiliates and undertakings), in each case for as long as any such shareholder has the beneficial ownership of at least 50% of the issued capital in the EVCo, or holds at least 50% of the voting rights in the EVCo or has the right to appoint or remove at least 50% of the board of directors (or equivalent body) of the EVCo;
- (K) "Recipient" means the party receiving any Confidential Information;
- (L) "Recipient Group" means the Recipient, its Affiliates and any of its or their respective directors, officers, employees, advisers and / or agents; and
- (M) "Third Party Rights Legislation" means the United Kingdom's Contract (Rights of Third Parties) Act 1999 or any other applicable law granting rights to a person who is not a party to a contract.

2. **Confidentiality undertakings**

2.1 In consideration of Confidential Information being made accessible or available to the Recipient and / or any member of the Recipient Group, the Recipient undertakes to the Disclosing Party as follows:

- (A) the Recipient shall use the Confidential Information (including any Intellectual Property Rights in the Confidential Information) only for the Permitted Purpose and shall not otherwise use, disclose or exploit any of the Confidential Information for its own or any other person's gain, benefit or purpose;
- (B) the Recipient shall not (directly or indirectly) at any time, without the Disclosing Party's prior written consent, disclose or reveal or permit access to the Confidential Information, in whole or in part, to any person other than other members of the Recipient Group with a need to know in connection with the Permitted Purpose and only where the relevant members of the Recipient Group are made aware that all Confidential Information must be kept confidential in accordance with the terms of this Agreement;
- (C) the Recipient shall procure that any members of the Recipient Group to whom Confidential Information is disclosed pursuant to Clause 2.1 (B) comply with the terms of this Agreement applicable to the Recipient and it is acknowledged that any breach of this Agreement by any members of the Recipient Group will be deemed to be a breach of this Agreement by the Recipient;
- (D) the Recipient shall treat and safeguard as private and confidential all Confidential Information it receives in accordance with a reasonable level of care and not treat the Confidential Information with any less care than it uses in relation to its own confidential information of a similar kind;
- (E) the Recipient shall not in any form or manner copy or reproduce or part with possession of any Confidential Information or any documents or other material or data made available or disclosed to it by the Disclosing Party Group containing Confidential Information, except as consistent with its obligations under this Agreement and to the extent reasonably required for the Permitted Purpose;
- (F) the Recipient shall notify the Disclosing Party immediately upon discovery of any unauthorised use or disclosure of Confidential Information by the Recipient and the Recipient shall cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorised use; and
- (G) subject to Clause 3.1(B) below, neither party shall disclose to any person or entity (including, without limitation, the media), without the prior written consent of the other party, the following:
 - (1) the fact that the Confidential Information is being made available to it or that either party has inspected any portion of the Confidential Information;
 - (2) the fact that evaluations and/or discussions with respect to the Permitted Purpose are taking or have taken place; and
 - (3) other facts with respect to such discussions, including the status thereof.

3. **Exclusions**

3.1 The confidentiality obligations and undertakings in this Agreement shall not apply to:

- (A) Confidential Information published or which otherwise comes into the public domain otherwise than in consequence of a breach of this Agreement by either party, their respective Affiliates or a breach of confidence by a third party;
- (B) Confidential Information (or information of the type described in Clause 2.1(G) above) the disclosure of which is required pursuant to any applicable law or regulation (including the FOIA or EIR), pursuant to any order or direction of a competent regulatory authority, of a court of competent jurisdiction or of a governmental entity or self-regulatory body that has jurisdiction or pursuant to the rules of any listing authority or stock exchange on which securities of the Recipient (or any relevant member of the Recipient Group) securities are listed or traded, provided that:
 - (1) if the Recipient or any member of the Recipient Group becomes legally obliged to disclose such information, prompt written notice of such fact shall be given to the Disclosing Party, to the extent permitted by law and reasonably practicable, prior to making any disclosure so that the Disclosing Party may seek (at its sole expense) an appropriate remedy to prevent such disclosure and the Recipient shall reasonably co-operate (and shall procure that any relevant member of the Recipient Group shall reasonably co-operate) with the Disclosing Party if the Disclosing Party elects (at its sole expense) to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; and
 - (2) any disclosure under this Clause 3.1(B) shall not operate to render the Confidential Information published or in the public domain for the purposes of Clause 3.1(A) above;
- (C) Confidential Information that is already in the possession of the Recipient Group prior to its disclosure pursuant to this Agreement without any obligation of confidentiality or restriction of use owed by the Recipient to the Disclosing Party Group or third party; or
- (D) Confidential Information which is independently developed by the Recipient Group without reference to, or use of, any of the Disclosing Party Group's Confidential Information.

4. **Independent Development**

4.1 Nothing in this Agreement shall be construed as a representation or agreement that a party and/or its Affiliates shall not (i) develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the other party's Confidential Information, or (ii) pursue with third parties arrangements similar to those contemplated by this Agreement and the Permitted Purpose provided, with respect to Clauses (i) and (ii), a party and/or its Affiliates do not violate any of their confidentiality obligations under this Agreement with respect to such activities and developments.

5. **Intellectual Property**

5.1 All of the Confidential Information (including any Intellectual Property Rights in the Confidential Information) provided by the Disclosing Party Group shall remain the sole

property of the Disclosing Party Group. All rights in the Confidential Information (including, without limitation, Intellectual Property Rights) are reserved by the Disclosing Party Group and no rights other than those expressly set out in this Agreement are granted to any member of the Recipient Group under this Agreement. The Recipient Group shall keep the Confidential Information free of liens, attachments, and other encumbrances.

- 5.2 Without prejudice to the generality of the foregoing, no licence is hereby granted by either party or its Affiliates to the other party or its Affiliates or any other entity either directly or indirectly in respect of: (i) their respective existing Intellectual Property Rights or the Intellectual Property Rights of any third party; or (ii) any Intellectual Property Rights created during the course of dealings between the Recipient Group and the Disclosing Party Group.

6. Warranties and liability

- 6.1 The Disclosing Party Group makes no representation or warranty, express or implied, as to the accuracy, completeness, fitness for purpose or reasonableness of the Confidential Information, and the Recipient agrees that neither the Disclosing Party, any part of the Disclosing Party Group, nor any of the respective directors, officers, employees, advisers and agents or any of them shall have any liability to it or any member of the Recipient Group resulting from the furnishing or use of the Confidential Information. In furnishing or making available the Confidential Information, the Disclosing Party Group undertakes no obligation to provide the Recipient or any member of the Recipient Group with access to any additional information or to update the Confidential Information or correct inaccuracies therein which may become apparent. Neither any member of the Disclosing Party Group nor any other person shall be liable for any direct, indirect, consequential or special loss or damage suffered by any person as a result of relying on any statement contained in or omitted from the Confidential Information, whether caused by the negligence of the Disclosing Party Group or otherwise. Nothing in this Agreement shall limit either party's liability for fraud.
- 6.2 The Disclosing Party Group warrants to the Recipient that it has sufficient rights, licences and consents to disclose the Confidential Information to the Recipient in accordance with this Agreement.

7. Term and termination

- 7.1 This Agreement shall take effect on the Effective Date and shall remain in force and effect until the termination of the Agreement.
- 7.2 The obligations and undertakings of confidentiality and non-use contained in this Agreement shall continue in force following termination or expiry of this Agreement for a period of three (3) years.
- 7.3 At any time either party may upon written notice to the other party immediately terminate the Agreement and require the other party to cease any and all use of the Confidential Information. Termination of this Agreement will not affect any accrued rights or remedies to which either party is entitled under this Agreement.

8. Return of Confidential Information

- 8.1 Subject to Clause 8.2, if the Disclosing Party so requests in writing at any time, the Recipient will (and will procure that all members of the Recipient Group and any third party to whom the Recipient Group has disclosed Confidential Information will), at its own cost and expense, promptly (and no later than thirty (30) days after the Disclosing Party's request): (a) return to the Disclosing Party or destroy (as selected by the Recipient) all Confidential Information in the possession or control of any member of the Recipient Group together with all copies,

records, analyses, memoranda or other notes to the extent containing or reflecting any of the Confidential Information made by any member of the Recipient Group; and (b) erase or procure the deletion of all Confidential Information from any and all computer, word processor or other information retrieval system containing Confidential Information in their possession, custody or control.

8.2 The requirement for the destruction, erasure, deletion or return of Confidential Information does not apply to Confidential Information which is:

- (A) stored electronically pursuant to an existing routine data back-up exercise on servers or back-up sources so long as it is deleted from local hard drives and no attempt is made to recover from such servers or back-up sources; or
- (B) required to be retained for the purposes of complying with any judicial, governmental, supervisory or regulatory body or any applicable rule, regulation or law or the rules of any listing authority or stock exchange on which any securities of the Recipient or any relevant member of the Recipient Group may be listed; or
- (C) retained pursuant to the Recipient's generally applicable records retention policies or for audit, insurance, corporate governance or internal compliance purposes.

Any Confidential Information so retained shall continue to be subject to the terms of this Agreement. Notwithstanding the return or destruction of Confidential Information, the Recipient shall continue to be bound by its obligations under this Agreement.

9. **Relationship of the parties**

This Agreement shall not create a joint venture, co-employer, partnership or other formal business relationship or entity of any kind between the parties, or by and among their Affiliates, or an obligation of commitment to form any such relationship or entity. Each party shall act as an independent contractor and not as an agent of the other party for any purpose, and neither shall have the authority to bind the other party. Each party reserves the right, in its sole discretion, to reject any proposals made by the other party with regard to any preliminary discussions or otherwise and to terminate discussions and negotiations at any time.

10. **Further remedies**

The Recipient recognises and acknowledges that any use or disclosure of the Confidential Information other than as expressly authorised by this Agreement will be detrimental to the Disclosing Party Group, and may result in the Disclosing Party Group suffering substantial and irreparable loss and damage. Without affecting any other rights or remedies that any party may have, the Recipient acknowledges and agrees that, damages may not be an adequate remedy for any breach by it or any member of the Recipient Group of the provisions of this Agreement, and that the Disclosing Party Group will be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement by any member of the Recipient Group, their directors, officers, employees, advisers or agents and that no proof of special damage or special damages shall be necessary for the enforcement of this Agreement. Nothing contained in this paragraph shall, however, be construed as a waiver by the Disclosing Party Group of rights for damages.

11. Waiver and severability

- 11.1 No forbearance, failure, or delay by either party in exercising any right, power or privilege or asserting any right, claim or entitlement under this Agreement shall be construed (in the absence of a written agreement to waive or a written confirmation of a past waiver) as a waiver of that right, power, privilege, claim or entitlement. No waiver of any breach of any term of this Agreement shall (unless expressly agreed in writing by the relevant party) be construed as a waiver of a future breach of the same term or as authorising a continuation of a particular breach.
- 11.2 Should any provision of this Agreement become illegal or void for any reason, the validity of the remaining provisions shall not be affected and the parties shall enter into negotiations in good faith with each other to find a replacement for the provision which is of similar economic and legal effect to both parties.

12. Entire agreement, variation, counterparts

- 12.1 This Agreement, together with any documents referred to in it, constitutes the whole agreement between the parties relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 12.2 Each party acknowledges that it has not been induced to enter into this Agreement by any representation or warranty other than those contained in this Agreement and, having negotiated and freely entered into this Agreement, agrees that it shall have no remedy in respect of any other such representation or warranty except in the case of fraud. Each party acknowledges that its legal advisers have explained to it the effect of this Clause 12.2 (Entire agreement).
- 12.3 No variation of this Agreement shall be effective unless made in writing and signed by each of the parties (including by using electronic signature in the manner contemplated by Clause 16).
- 12.4 This Agreement may be executed in any number of counterparts, which shall together constitute one Agreement. Any party may enter into this Agreement by signing any such counterpart.

13. Third party beneficiary

- 13.1 Any rights or benefits expressly conferred by this Agreement to the EVCo are also given for the benefit of (and may be enforced by) other members of the EVCo Group under the Third Party Rights Legislation. The consent of such other members of the EVCo Group is not required for the parties to vary or terminate this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such third parties).
- 13.2 Other than as set out in Clause 13.1 above, this Agreement does not create any right or benefit enforceable by any person not a party to it under any Third Party Rights Legislation.

14. Assignment

- 14.1 The EVCo may at any time, with the prior written consent of the Supplier (such consent not to be unreasonably withheld or delayed) transfer or assign all or any of its rights and/or obligations under this Agreement, provided that no consent shall be required for any such transfer or assignment to:

- (A) any member of the EVCo Group from time to time; or
- (B) any purchaser of the whole or substantially all of the business undertaking of the EVCo to which this Agreement relates,

and at the request of the EVCo, the Supplier shall execute all deeds and other documents required to effect any such transfer or assignment.

14.2 The Supplier shall not transfer or assign all or any of its rights and/or obligations under this Agreement without the prior written consent of the EVCo.

15. **English Law**

15.1 This Agreement and any non-contractual obligations arising from or connected with it shall be governed by English law and this Agreement shall be construed in accordance with English law.

15.2 In relation to any legal action or proceedings arising out of or in connection with this Agreement (whether arising out of or in connection with contractual or non-contractual obligations) ("Proceedings"), each of the parties irrevocably submits to the exclusive jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that Proceedings have been brought in an inappropriate forum. This Clause shall not prevent any of the parties from applying for provisional measures (including interim injunctive relief) in the courts of any other competent jurisdiction.

16. **Electronic Signature**

One or both of the parties may sign this Agreement electronically. The parties agree that the person using electronic signature is authorised to bind that party and that their electronic signature is the legal equivalent of their manual signature on this Agreement and consent to be legally bound by the terms and conditions of this Agreement. The parties also agree that no certification authority or other third party verification is necessary to validate their electronic signature and that the lack of such certification or third party verification will not in any way affect the enforceability of their electronic signature or any resulting contract between them. The parties hereto acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on its execution hereof by electronic means or the delivery of such executed counterparts by electronic delivery, as applicable.

IN WITNESS WHEREOF the parties hereto have signed and executed this Agreement on the date first abovementioned.

SIGNED for and on behalf of **LIBERTY CHARGE LIMITED**

By:

Name:

Title:

Date:

SIGNED for and on behalf of **Corfe Castle Parish Council**

By:

Name:

Title:

Date: