



Confidentiality Agreement (Mutual)

Between Encodian Solutions Ltd and RedSky Solutions Ltd

Effective Date: 10 October 2025

Parties

- (1) Encodian Solutions Ltd incorporated and registered in England and Wales with company number 10200243 whose registered office is at Blythe Valley Innovation Centre Central Boulevard, Blythe Valley Business Park, Solihull, England, B90 8AJ ("Encodian").
- (2) RedSky Solutions Ltd Ltd incorporated and registered in England and Wales with company number 99887766 whose registered office is at 78 Skyline Avenue, London, W1D 3QF ("RedSky Solutions Ltd").

Background

- A. Each party wishes to disclose to the other party certain Confidential Information (as defined) in relation to the Purpose (as defined).
- B. Each party wishes to ensure that the other party maintains the confidentiality of its Confidential Information.
- C. 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 any Confidential Information.

Agreed Terms

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Affiliate: means, in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of this body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being as defined in section 1159 of the Companies Act 2006.

Business Day: means a day other than a Saturday, a Sunday, a public holiday or a statutory holiday in England.

Confidential Information: means all confidential information (however recorded, preserved or disclosed) which is marked as confidential (or proprietary) or which is, by its nature, clearly confidential and which is disclosed by a party (or its Representatives) to the other party (or that party's Representatives) whether before, on or after the Effective Date of this agreement, including:

- (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 likely be regarded as confidential by a reasonable businessperson relating to:

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

Disclosing Party: means a party to this agreement which discloses or makes available (directly or indirectly) any Confidential Information.

Effective Date: means the date as first written above.

Group: means the relevant party and all its Affiliates (and "member of the Recipient's Group" or "member of the Disclosing Party's Group" shall be construed accordingly).

Purpose: means to engage in discussions relating to future opportunities to utilise RedSky Solutions Ltd technology and / or services.

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

Representative: means the relevant party's employees, agents, directors and professional advisors, other members of the relevant party's Group (including its employees, agents, directors and professional advisors) and other representatives of the relevant party.

- 1.2 Clause and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A reference to: (i) 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; (ii) words in the singular shall include the plural and vice versa; (iii) 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; (iv) any obligation in this agreement on a person not to do something includes an obligation (to the extent that something is within that person's control) not to agree or allow that thing to be done; and (v) clauses are to the clauses of this agreement.
- 1.4 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
2. OBLIGATIONS OF CONFIDENTIALITY
 - 2.1 The Recipient shall keep the Disclosing Party's Confidential Information confidential and, except with the prior written consent of the Disclosing Party, shall not, and shall procure that its Representatives shall not:
 - (a) use or exploit the Confidential Information in any way except for the Purpose;
 - (b) disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this agreement; or
 - (c) copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose.
 - 2.2 The Recipient may disclose the Disclosing Party's Confidential Information only to those of its Representatives who need to know this Confidential Information for the Purpose, and provided always that:
 - (a) it informs the relevant Representative(s) of the confidential nature of the Confidential Information before disclosure; and
 - (b) it takes all steps as shall from time to time be reasonably necessary to ensure compliance with the provisions of this agreement by its Representatives (which may include, where reasonably requested by the Disclosing Party, obtaining from the relevant Representative(s) enforceable undertakings to keep the Confidential Information confidential in terms at least as extensive and binding upon the relevant Representative(s) as the terms of this agreement are upon the parties); and

- (c) at all times, it is responsible for the acts and omissions of the relevant Representative(s) and their compliance with the obligations set out in this agreement.
- 2.3 A party may disclose Confidential Information to the extent required 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 Disclosing 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 Disclosing Party in relation to the content of any such disclosure.
- 2.4 The Recipient shall establish and maintain adequate security measures to safeguard the Confidential Information from unauthorised access or use, applying to any Confidential Information at least the same standard of care with which it treats its own proprietary and confidential information (and in any case not less than a reasonable standard of care).
- 2.5 No 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 (such consent not to be unreasonably withheld or delayed) except as required by law or any governmental or regulatory authority (including, any relevant securities exchange) or by any court or other authority of competent jurisdiction. No party shall make use of the other party's name or any information acquired through its dealings with the other party for publicity or marketing purposes without the prior written consent of the other party.
- 3. RETURN OF INFORMATION
- 3.1 At the request of the Disclosing Party, the Recipient shall (and shall ensure that its Representatives shall), promptly:
 - (a) return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
 - (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 in the circumstances, provided that any Confidential Information which is not erased shall remain subject to the terms of this agreement for so long as it is retained); and
 - (c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause 3.1, 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 such documents and materials retained by the Recipient, subject to clause 5.3.

3.2 If the Recipient develops or uses a product or a process which, in the reasonable opinion of the Disclosing Party, might have involved the use of any of the Disclosing Party's Confidential Information, the Recipient shall, at the request of the Disclosing Party, supply to the Disclosing Party (subject to obligations of confidence equivalent to those set out in this agreement) information reasonably necessary to establish that the Disclosing Party's Confidential Information has not been used other than in accordance with the terms of this agreement.

4. RESERVATION OF RIGHTS AND ACKNOWLEDGEMENT

4.1 All Confidential Information shall remain the property of the relevant Disclosing Party. Each party reserves all rights in its Confidential Information. No rights, including intellectual property rights, in respect of a party's Confidential Information are granted to the other party and no obligations are imposed on the Disclosing Party other than those expressly stated in this agreement.

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 seek the granting of equitable relief (including injunctive relief) concerning any threatened or actual breach of any of the provisions of this agreement.

4.5 The Recipient shall be liable to the Disclosing Party for the actions or omissions of the Recipient's Representatives under this agreement, as if they were the actions or omissions of the Recipient.

5. TERM AND TERMINATION

5.1 This agreement shall commence on the Effective Date and shall (unless otherwise terminated earlier) remain in effect for five (5) years, when it shall automatically terminate.

5.2 If either party decides not to continue to be involved in the Purpose with the other party it shall promptly notify the other party in writing and this agreement shall automatically terminate thirty (30) days following receipt of any such notice.

5.3 The obligations of each party under this agreement shall continue in full force and effect for a period of five (5) years from the date of termination or expiry of this agreement.

5.4 Expiry or termination of this agreement (or the end of discussions relating to the Purpose) shall not affect any accrued rights or remedies to which either party is entitled.

6. ENTIRE AGREEMENT AND VARIATION

- 6.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.
- 6.2 No variation of this agreement shall be effective unless it is in writing and signed by each of the parties (or their authorised representatives).

7. NO WAIVER

- 7.1 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.
- 7.2 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.
- 7.3 A party that waives a right or remedy provided under this agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.

8. ASSIGNMENT

- 8.1 Except as otherwise expressly provided in this agreement, no 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.

9. NOTICES

- 9.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by email, pre-paid first-class post or recorded delivery post to the other party at its address set out below, or such other address as may have been notified by that party for such purposes:
- (a) Encodian: Legal Counsel at Encodian's registered office address or to jay.goodison@encodian.com.
 - (b) RedSky Solutions Ltd: Emily Carter at RedSky Solutions Ltd's registered office address or to emily.carter@redsky.co.uk or as otherwise specified by the relevant party by notice in writing to the other party.
- 9.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not between 9.00am and 5pm, at 9:00am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered

in the normal course of post. A notice sent by email shall be deemed to have been received once the sender of the notice receives confirmation from the recipient (by email or otherwise) of safe delivery of the notice.

10. NO PARTNERSHIP

10.1 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.

11. THIRD PARTY RIGHTS

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

12. GOVERNING LAW AND JURISDICTION

12.1 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 the law of England and Wales.

12.2 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. COUNTERPARTS

13.1 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

14. CONTACT

14.1 Should RedSky Solutions Ltd have any contractual queries or questions in relation to the operation of this agreement which they wish to discuss with Encodian then they may email any such queries to: jay.goodison@encodian.com.

IN WITNESS WHEREOF this agreement is executed as follows:

SIGNED for and on behalf of RedSky Solutions Ltd by:

Print Name	
Job Title	
Signature	

SIGNED for and on behalf of Encodian Solutions Ltd by:

Print Name	
Job Title	
Signature	