

**Date:** 03 July 2023

**(1) Everyone TV Limited**

**and**

**(2) Barb Audiences Limited**

## Mutual Non-Disclosure Agreement





03 July 2023

**THIS AGREEMENT** is made this \_\_\_\_\_

**BETWEEN:**

- (1) **"Everyone TV"** **EVERYONE TV LIMITED t/a** (Company Registration No. 5422613) whose registered office is Triptych Bankside, 6th Floor, 185 Park Street, London SE1 9SH; and
- (2) **"Collaborator"** **BARB AUDIENCES LIMITED** (Company Registration No. 03611026) whose registered office is 3rd Floor 20 Orange Street, London WC2H 7EF.

**WHEREAS:**

- (A) **"Business Purpose"** Everyone TV and the Collaborator plan to cooperate to explore potential ways to work together on the collection and aggregation of viewing data.
- (B) Everyone TV and the Collaborator will share certain information between each other in good faith and in confidence; and have agreed that in pursuance of a good faith working relationship they will not disclose, otherwise than as permitted by this Agreement, any confidential information that may be disclosed between them, on the terms and subject to the conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Interpretation**

- 1.1. In this Agreement, unless the contrary intention appears, the following words and expressions shall have the following meanings:

**"Affiliate"** means in relation to a person, any other person or entity, whether incorporated or not, which from time to time Controls, is controlled by or is under common Control, with that person;

**"Confidential Information"** means any information provided by or on behalf of Everyone TV (or its Affiliates) to the Collaborator (or its representatives), or vice versa, in connection with the Business Purpose whether before or after the date of this Agreement and whether or not such information is marked or otherwise designated as confidential or proprietary (including but not limited to information relating to trade secrets, industrial rights, intellectual property rights, patents, designs, design rights, copyrights, know-how, inventions, discoveries, improvements, formulae, techniques, specifications, test methods, recipes, procedures, processes, drawings, manuals, computer systems or software, codes of practice, instructions, catalogues, ideas, facilities, plant and equipment, business methods, finances, prices, business plans, marketing plans, development plans, manpower plans, sales targets, sales statistics, customers and suppliers) and whether in oral, visual, electronic or any other medium, form or format whatever;

**"Control"** means the ability to direct the affairs of another, whether by way of contract, ownership of shares or otherwise, and **"Controls"** and **"Controlled"** shall be construed accordingly;

**"Discloser"** means the person disclosing Confidential Information to the Recipient in connection with this Agreement;

**"Partner(s)"** means the British Broadcasting Corporation, ITV Network Limited, Channel Four Television Corporation and Channel 5 Broadcasting Limited; and

**"Recipient"** means the person to whom the Discloser's Confidential Information is disclosed in connection with this Agreement.

**"Term"** means the term of 10 years from the date this Agreement has been signed by both parties.

1.2. In this Agreement, unless the context otherwise requires or the contrary intention appears:

- (a) the singular includes the plural and vice versa, and reference to any gender includes the other genders;
- (b) references to a person include any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having a separate legal personality);
- (c) references to this Agreement or any other agreement or document are to this Agreement or such other agreement or document as it may be validly varied, amended, supplemented, restated, renewed, novated or replaced from time to time;
- (d) the words "including" and "in particular" and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions; and
- (e) references to Clauses refer to clauses of this Agreement.

## **2. Confidentiality**

- 2.1. Everyone TV may disclose to the Collaborator, and the Collaborator may disclose to Everyone TV, certain Confidential Information in connection with the Business Purpose. In consideration of such disclosure, Everyone TV and Collaborator give the mutual undertakings contained in, and agree to comply with the provisions of, this Agreement.
- 2.2. The Recipient confirms that it understands that Confidential Information disclosed to it constitutes and is comprised of valuable confidential proprietary information belonging or licensed to the Discloser, the disclosure of which could have damaging effects on the Discloser's business.
- 2.3. The Recipient undertakes to use Confidential Information of the Discloser only for the Business Purpose and not for any other purpose whatsoever.
- 2.4. The Recipient undertakes that it shall, unless specifically permitted by the Discloser in writing or as expressly provided in this Clause 2, keep secret and confidential any Confidential Information in respect of which it is the Recipient and not disclose (in whole or part) any such Confidential

Information to any other person (including, in the case of the Collaborator, its Affiliates) other than its professional advisers, provided that:

2.4.1. the Collaborator may disclose Confidential Information to:

- 2.4.1.1. its officers and employees that need to know the Confidential Information for the Business Purpose; and
- 2.4.1.2. its professional advisers or consultants who are engaged to advise in connection with the Business Purpose; and
- 2.4.1.3. its contractors and subcontractors engaged in connection with the Business Purpose but subject to Everyone TV's prior written approval of any such disclosure, and

2.4.2. any disclosure of Confidential Information permitted under this clause 2.4 shall be in confidence, shall only be to the extent that any persons to whom the information is disclosed need to know the same for the performance of their duties and the Receiving Party shall be obliged to procure that all such persons are aware of the obligation of confidentiality and undertake to comply with it.

2.5. The restrictions and undertakings in this Clause 2 shall not apply in respect of any Confidential Information:

- (a) that is in the public domain at the date of this Agreement otherwise than as a result of a breach of a confidentiality obligation by any person;
- (b) that subsequently comes into the public domain, otherwise than as a result of a breach of this Agreement or other breach of a confidentiality obligation by any person, but only after it has come into the public domain;
- (c) which the Recipient or its representatives obtains from a third party not under any confidentiality obligation to the Discloser in respect of such information;
- (d) which the Recipient or its representatives can demonstrate was already in its possession at the time of disclosure to the Recipient by or on behalf of the Discloser and in relation to which the Recipient does not owe a separate obligation of confidentiality to the Discloser; or
- (e) which is independently developed by employees of the Recipient or its representatives who had no access to the Discloser's Confidential Information.

2.6. Nothing in this Agreement shall be construed as preventing the exchange of Confidential Information between Everyone TV and Everyone TV Platforms Limited, and Everyone TV shall be permitted to disclose Confidential Information to its Affiliates.

2.7. In addition to the rights conferred under Clause 2.6, Everyone TV shall be permitted to disclose Confidential Information to the Partners.

2.8. Subject to Clause 2.9, a Recipient (and its Affiliates, to the extent the Confidential Information is permitted to be disclosed to them) shall be entitled to disclose the Discloser's Confidential Information where required to do so by law, regulation (whether governmental or of a regulatory

body or authority) or order of a court of competent jurisdiction, but only to the extent necessary to comply with such law, regulation or order.

- 2.9. Where a disclosure is necessary in accordance with Clause 2.8 above the Recipient shall, so far as permitted, promptly notify the Discloser in writing so that the Discloser, at its sole discretion, may seek to obtain protective orders. The Recipient shall also notify the relevant person or entity to whom the Confidential Information is to be disclosed of the confidential nature of such information and request confidential treatment. Without prejudice to the foregoing the Recipient shall generally comply with all reasonable requests of the Discloser relating to such disclosure.
- 2.10. In construing the restrictions and undertakings in this Clause 2 in relation to any Confidential Information disclosed under Clause 2.8, due regard shall be given to the entitlement set out in Clause 2.9 (and it is acknowledged by each party that it may not be possible to procure that a court or regulatory body returns or destroys Confidential Information for the purposes of Clause 2.11), but subject to that, all such restrictions and undertakings shall continue to apply in full force and effect in relation to the Confidential Information so disclosed.
- 2.11. The Recipient agrees that on the Discloser's written request and in any event upon the completion or termination of the Business Purpose or expiry of the Term if later, it shall forthwith return or destroy (as the Discloser may direct) all of the Discloser's Confidential Information in its possession and procure the return or destruction (as the Discloser may direct) of any such Confidential Information in the possession of any person to whom such Confidential Information may have been disclosed. For the purposes of this Clause 2.11 references to "destruction" shall include permanently expunging any Confidential Information held on computer or other electronic systems. At the Discloser's request, the Recipient shall, in addition, provide a written confirmation signed by a director or other duly authorised officer confirming compliance with this Clause 2.11 save that the professional advisers to each party may each retain one copy of the Confidential Information to the extent required to satisfy their professional duties or requirements.
- 2.12. The Recipient shall be fully responsible and liable for breach of any of the confidentiality restrictions and undertakings set out in this Clause 2, by it, its Affiliates or its or their representatives and sub-contractors and undertakes to indemnify the Discloser and its Affiliates in respect of such breach.
- 2.13. Except as expressly set out in this Agreement, neither the Discloser (nor any of its Affiliates or its or their representatives and sub-contractors):
- (a) makes any representation or warranty, express or implied, concerning its Confidential Information, whether as to the accuracy, adequacy or completeness of such information or otherwise; or
  - (b) grants any licence, intellectual property or other right, or proprietary interest in any of its Confidential Information to the other party.
- 2.14. This Agreement shall expire at the end of the Term provided that the provisions of this Clause 2 shall survive termination of this Agreement and/or any return or destruction of Confidential Information, and/or termination or completion of the Business Purpose.
- 2.15. The Recipient shall not make nor permit others to make any reference to the Discloser's Confidential Information or use the name of another party in any public announcements,

promotional material, marketing or sales material without the prior written consent of the relevant party.

- 2.16. This Agreement shall be executed in the electronic signature system DocuSign and each party warrants that its signatory shall be duly authorised to affix an electronic signature to the Agreement and bind that party.
- 2.17. This Agreement is governed by and shall be construed in accordance with the law of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales for all purposes relating to and in connection with this Agreement.

**SIGNED** by a signatory, duly authorised  
on behalf of **EVERYONE TV LIMITED**

DocuSigned by:  
*Jonathan Thompson*  
Signature.....4A5522732775471.....

Jonathan Thompson  
Name.....

CEO  
Position.....

03 July 2023  
Date.....

**SIGNED** by a signatory, duly authorised on  
behalf of **BARB AUDIENCES LIMITED**

DocuSigned by:  
*Nigel McLachlan*  
Signature.....18D656B4D5E4474.....

Nigel McLachlan  
Name.....

Finance Director  
Position.....

03 July 2023  
Date.....