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NON-DISCLOSURE AGREEMENT (MUTUAL)

THIS AGREEMENT is dated the date of final signature and is made by and between:

PARTIES

(1) **COVENTRY UNIVERSITY**, a Higher Education Corporation, of Priory Street, Coventry, England, CV1 5FB ("**Coventry**");

(2) **Londonist DMC Limited** incorporated and registered in England and Wales with company number 08392889 whose registered office is at 5 Great James Street, London, WC1N 3DB **("Collaborator")**

BACKGROUND

(A) The parties intend to enter into discussions and activities relating to the Purpose that will involve the exchange of Confidential Information between them.

(B) The parties have agreed to comply with this agreement in connection with the disclosure and use of Confidential Information. Partner

AGREED TERMS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Confidential Information: has the meaning given in clause 2.

Discloser: a party to this agreement when it discloses its Confidential Information, directly or indirectly, to the other party.

Group: means a party, any subsidiary or holding company of that party from time to time and any subsidiary from time to time of a holding company or subsidiary of that party, and in relation to Coventry shall also include any other entity that Coventry considers to be part of its group for the purposes of this agreement.

Purpose: The evaluation or establishment of a collaboration in respect of the referral of students by the University to the Collaborator for the potential leasing of units within the Accommodation, including the administration of the referral process and the payment of the agreed Referral Fee.

Recipient: a party to this agreement when it receives Confidential Information, directly or indirectly, from the other party.

Representative(s): in relation to each party and any member of its Group:

a) its officers and employees and those of its Group that need to know the Confidential Information for the Purpose;

b) its professional advisers or consultants who are engaged to advise that party and/or any member of its Group in connection with the Purpose;

c) its contractors and sub-contractors engaged by that party and/or any member of its Group in connection with the Purpose; and

d) any other person to whom the other party agrees in writing that Confidential Information may be disclosed in connection with the Purpose.

1.2 Interpretation

(a) A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislation or legislative provision.

(b) Any words following the terms including, include, 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.

(c) A reference to writing or written includes email.

(d) A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.

(e) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. Confidential Information

2.1 **Confidential Information** means all confidential information relating to the Purpose that the Discloser or its Representatives or any of its Group, or their Representatives directly or indirectly discloses to the Recipient or its Representatives or any of its Group, or their Representatives, before, on or after the date of this agreement. This includes:

(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) all confidential or proprietary information relating to:

(i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the Discloser or any of the Discloser's Group; and

(ii) the operations, processes, product information, know-how, technical information, designs, trade secrets or software of the Discloser, or any of the Discloser's Group;

(d) any information, findings, data or analysis derived from Confidential Information; and

(e) any other information that is identified as being of a confidential or proprietary nature.

but excludes any information referred to in clause 2.2.

2.2 Information is not Confidential Information if:

(a) it is, or becomes, generally available to the public other than as a direct or indirect result of the information being disclosed by the Recipient or its Representatives or by any of the Recipient's Group or their Representatives in breach of this agreement;

(b) it was available to the Recipient on a non-confidential basis before disclosure by the Discloser;

(c) it was, is, or becomes available to the Recipient on a non-confidential basis from a person who, to the Recipient's knowledge, is not under any confidentiality obligation in respect of that information;

(d) it was lawfully in the possession of the Recipient before the information was disclosed by the Discloser; or

(e) the parties agree in writing that the information is not confidential.

3. Confidential Obligations

3.1 In return for the Discloser making Confidential Information available to the Recipient, the Recipient undertakes to the Discloser that it shall:

(a) keep the Confidential Information secret and confidential;

(b) not use or exploit the Confidential Information in any way except for the Purpose;

(c) not directly or indirectly disclose or make available any Confidential Information in whole or in part to any person, except as expressly permitted by, and in accordance with this agreement;

(d) not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose. Any such copies, reductions to writing and records shall be the property of the Discloser;

(e) not use any Confidential Information in providing goods or services to any other customer.

3.2 The Recipient shall establish and maintain adequate security measures (including any reasonable security measures proposed by the Discloser from time to time) to safeguard the Confidential Information from unauthorised access or use.

4. Permitted Disclosure

4.1 The Recipient may disclose the Confidential Information to its Representatives, any of its Group, or their Representatives on the basis that it:

(a) informs those Representatives, Group or their Representatives of the confidential nature of the Confidential Information before it is disclosed; and

(b) procures that those Representatives, Group or their Representatives comply with the confidentiality obligations in clause 3.1 as if they were the Recipient.

4.2 The Recipient shall be liable for the actions or omissions of the Representatives, any of its Group or their Representatives in relation to the Confidential Information as if they were the actions or omissions of the Recipient.

5. Mandatory Disclosure

5.1 Subject to the provisions of this clause 5, a party may disclose Confidential Information to the minimum extent required by:

(a) an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or any taxation authority of competent jurisdiction;

(b) the rules of any listing authority or stock exchange on which its shares or those of any of its Group are listed or traded; or

(c) the laws or regulations of any country to which its affairs or those of any of its Group are subject.

5.2 Before a party discloses any Confidential Information pursuant to clause 5.1 it shall, to the extent permitted by law, use all reasonable endeavours to give the other party as much notice of this disclosure as possible. Where notice of such disclosure is not prohibited and is given in accordance with this clause 5.2, that party shall take into account the reasonable requests of the other party in relation to the content of this disclosure.

5.3 If a party is unable to inform the other party before Confidential Information is disclosed pursuant to clause 5.1 it shall, to the extent permitted by law, inform the other party of the full circumstances of the disclosure and the information that has been disclosed as soon as reasonably practicable after such disclosure has been made.

6. Return or Destruction of Confidential Information

6.1 If so requested by the Discloser at any time by notice in writing to the Recipient, the Recipient shall:

(a) destroy or return to the Discloser all documents and materials (and any copies) containing, reflecting, incorporating or based on the Discloser's Confidential Information;

(b) erase all the Discloser's Confidential Information from its computer and communications systems and devices used by it, or which is stored in electronic form; and

(c) to the extent technically and legally practicable, erase all the Discloser's Confidential Information which is stored in electronic form on systems and data storage services provided by third parties; and

(d) certify in writing to the Discloser that it has complied with the requirements of this clause 6.1.

6.2 Nothing in clause 6.1 shall require the Recipient to return or destroy any documents and materials containing or based on the Discloser's Confidential Information that the Recipient is required to retain by applicable law, or to satisfy the requirements of a regulatory authority or body of competent jurisdiction or the rules of any listing authority or stock exchange, to which it is subject. The provisions of this agreement shall continue to apply to any documents and materials retained by the Recipient pursuant to this clause 6.2.

7. Reservation of Rights and Acknowledgement

7.1 The Discloser warrants that it has the right to disclose its Confidential Information to the Recipient and to authorise the Recipient to use such Confidential Information for the Purpose.

7.2 Each party reserves all rights in its Confidential Information. The disclosure of Confidential Information by one party does not give the other party or any other person any licence or other right, including any intellectual property rights, in respect of any Confidential Information beyond the rights expressly set out in this agreement.

7.3 Except as expressly stated in this agreement, neither party makes any express or implied warranty or representation concerning its Confidential Information, including but not limited to the accuracy or completeness of the Confidential Information.

7.4 The disclosure of Confidential Information by the parties shall not form any offer by, or representation or warranty on the part of, that party to enter into any further agreement with the other party in relation to the Purpose.

8. Inadequacy of Damages and maximum liability

8.1 Without prejudice to any other rights or remedies that each party may have, each party acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this agreement by the other party. Accordingly, each party shall be entitled to the remedies of injunctions, specific performance, or other equitable relief for any threatened or actual breach of this agreement.

8.2 Nothing in this agreement shall limit or exclude a party's liability:

(a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

(b) for fraud or fraudulent misrepresentation;

(c) for any other act, omission, or liability which may not be limited or excluded by law;

8.3 Subject to clause 8.2, neither party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the agreement.

8.4 Subject to clause 8.2 and clause 8.3, a party's total aggregate liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to £100,000 (one hundred thousand pounds sterling).

9. No Obligation to Continue Discussions

Nothing in this agreement shall impose an obligation on either party to continue discussions or negotiations in connection with the Purpose, or an obligation on each party, or any of its Group to disclose any information (whether Confidential Information or otherwise) to the other party.

10. Duration of Confidentiality Obligations

10.1 The provisions of this agreement shall be deemed effective from the date first contacts were established between the parties with respect to the Purpose and shall remain in full force and effect for a period of 5 (five) years from the date of this agreement.

10.2 The end of discussions or activities relating to the Purpose shall not affect any accrued rights or remedies to which either party is entitled.

11. No Partnership or Agency

11.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

11.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

12. Personal Data

12.1 For the purposes of this clause 12:

(a) "**Data Protection Laws**" means (a) any applicable law to which a party is subject from time to time in any territory in which they Process Personal Data and which relates to the protection of individuals with regards to the Processing of Personal Data and privacy rights, including without limitation the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("EEA") and in relation to the United Kingdom ("UK") the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), as amended to be referred to as PECR, DPA 2018 and the UK GDPR respectively, as the same are amended, consolidated, modified, re-enacted or replaced from time to time; and (b) any code of practice or guidance published by a Regulator from time to time; and/or (c) any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court; and

(b) **"Controller", "Processor", "Process", "Processed", "Processing", "Personal Data" and "Special Categories of Personal Data**" shall have the meanings given to them in the Data Protection Laws.

12.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and support the Purpose; (b) carry out activities in furtherance of the Purpose; (c) manage this agreement and resolve any disputes relating to it; and (d) respond and/or raise general queries relating to the Purpose.

12.3 Each party shall Process such Personal Data for the purposes set out in clause 12.2 in accordance with their respective privacy policies. The parties acknowledge that they may be required to share Personal Data with members of their Group and other relevant parties, within or outside of the country of origin, in order to carry out the activities listed in clause 12.2, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.

12.4 The parties acknowledge and agree that neither party is Processing Personal Data on behalf of the other party in connection with this agreement. Notwithstanding the foregoing, to the extent that either party Processes Personal Data on behalf of the other in connection with this agreement, the parties shall each comply with their respective obligations under the Data Protection Laws and shall co-operate to negotiate promptly in good faith any amendments required to this agreement to enable the parties to comply with their respective obligations under Data Protection Laws.

13. General

13.1 **Assignment and Other Dealings.** Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

13.2 **Entire agreement**

(a) This agreement constitutes the entire agreement between the parties.

(b) Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

13.3 **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.4 **Waiver**

(a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

13.5 **Severance**

(a) If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

(b) If any provision of part-provision of this agreement is deemed deleted under clause 13.5(a), the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

13.6 Notices

(a) Any notice required to be given under this agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each party required to receive the notice or communication at its address set out at the beginning of this agreement or as otherwise specified by the relevant party by notice in writing to each other party from time to time.

(b) Any notice shall be deemed to have been duly received:

(i) if delivered personally, when left at the address and for the contact referred to in this clause; or

(ii) if sent by pre-paid first class post or recorded delivery, at 9.00am on the second Business Day after posting; or

(iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) A notice required to be given under this agreement shall not be validly given if sent by e-mail.

(d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.7 Third party Rights. No one other than a party to this agreement shall have any right to enforce any of its terms.

13.8 **Counterparts** This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

13.9 Governing Law. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

AGREED by the parties through their authorised signatories.

Signed for and on behalf of the **COLLABORATOR:**

Name:	Asim Erturk	Signature	DocuSigned by: Asim Erturk AECE36E74E944C4...
Position:	Director	Date of signature:	7/2/2026

Signed for and on behalf of **COVENTRY UNIVERSITY:**

Name:	Alex White	Signature:	Signed by: FE2775C41B0742F...
Position:	Director of Commercial	Date of signature:	7/1/2026