



Amir Naqui
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CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“**Agreement**”) is made and entered into as of October 15, 2024, by and between MBARI, having its principal place of business 7700 Sandholdt Road, Moss Landing, CA 95039 and Embedded One LLC (“Embedded One”), a Michigan based company having its principle place of business at 33466 W 8 Mile Rd, Farmington Hills, MI 48335. For the purposes of this Agreement, MBARI and Embedded One are each a “**Party**” and together are the “**Parties**”.

RECITALS

WHEREAS, Embedded One wishes to enter into discussions with MBARI with a view to exploring potential relationship and mutual business opportunities.

WHEREAS, in connection with such discussions, MBARI will have access to certain Confidential Information (as defined herein) concerning the business of Embedded One and possibly Embedded One Clients.;

WHEREAS, the Confidential Information is proprietary and valuable to Embedded One and Embedded Ones Clients, and the disclosure or inappropriate use of such Confidential Information could be detrimental to the business of Embedded One and Embedded One’s Client; and

WHEREAS, in order to protect the Confidential Information of Embedded One and Embedded One Clients, their assets and the rights and interests of their customers, Embedded One and Embedded One Client desire to disclose such Confidential Information pursuant to and in reliance on this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, it is hereby agreed between the Parties, as follows:

1. Definitions.

a. **“Confidential Information”** shall mean: (a) all information, data, reports, analyses, compilations, records, notes, summaries, studies and other materials (in whatever form maintained) containing information relating to a Party (the **“Disclosing Party”**) or the Disclosing Party’s assets, liabilities, properties, accounts, financial information, operations, services, products, business plans or models or strategies, distribution systems, network or communication systems, software or customers, vendors and suppliers, that may hereafter be disclosed, provided or made available to the other Party (hereinafter, the **“Recipient”**) or its Representatives (as defined herein), or to which the Recipient or its Representatives otherwise become aware or gain access or possession, (b) all data, reports, analysis, compilations, extracts, summaries, writings, studies, interpretations, forecasts, records or other materials (whether documentary, electronic or otherwise) prepared by or on behalf of the Parties or any of their Representatives, that relate to or are based on or contain any of the information listed in (a) above or that reflect a summary or review or evaluation of any of the business, plans, operations, financials, data, documents or customers of the Parties, and (c) any other information which is marked or expressly designated as “Confidential” by the Disclosing Party or its Representatives, provided that the term Confidential Information shall not include any information that: (i) is or becomes generally available to the public, other than as a result of a breach of this Agreement by Recipient or its Representatives; (ii) was known by the Recipient or its Representatives prior to the date of this Agreement (except for any information provided to it

by the Disclosing Party in contemplation of this Agreement); (iii) is independently developed by a Party without the use of Confidential Information of the other Party; or (iv) becomes available to Recipient or its Representatives on a nonconfidential basis from a third party who is not bound by any confidentiality, fiduciary or other obligation to the Disclosing Party.

b. "Representatives" shall refer to all of each respective Party's partners, officers, employees, members, accountants, attorneys, independent contractors, temporary employees, agents or any other representatives or persons that may from time to time be employed, retained by, working for, or acting on behalf of, such Party.

2. Confidentiality. Except as otherwise provided herein, each Party shall: (a) use any Confidential Information of the other Party only for the specific purposes for which it is disclosed and not for any competitive purpose, including without limitation the development of similar or equivalent programs or concepts which make use of all or any portion of the Confidential Information; (b) hold all Confidential Information of the other Party in confidence and not disclose Confidential Information except to representatives that have been disclosed and approved by the parties (c) protect the confidentiality of and take all reasonable steps to prevent disclosure or unauthorized use of Confidential Information of the other Party in order to prevent it from falling into the public domain or the possession of persons not generally bound to maintain its confidentiality; and (d) advise the other Party in writing (within three (3) days) in the event such Party becomes aware of any misappropriation or misuse of Confidential Information of the other Party by any person, and provide reasonable assistance to the other Party in any proceeding or lawsuit related thereto. Confidential Information may be disclosed to representatives that need to know or use any of the Confidential Information. Should a Recipient be faced with legal action or a requirement under governmental regulations requiring it to disclose Confidential Information protected hereunder, the Recipient shall immediately notify the Disclosing Party, and upon the

Disclosing Party's reasonable request, the Recipient shall cooperate in contesting such disclosure.

3. Copies of Confidential Information. No copies of any Confidential Information whether print, digital, or recordings may be made or retained without the Disclosing Party's prior written consent. Anything furnished to Recipient or any of its Representatives, as well as all copies, emails, compilations, notes or memoranda relating to the Confidential Information, are and shall remain the property of the Disclosing Party and shall, upon such Party's request, be promptly returned to the Disclosing Party accompanied by all copies of such items.

4. Term. The term of this Agreement shall be a period of twenty four (24) months from the date of this Agreement.

5. No Warranty. The Parties hereby acknowledge that neither Party, nor any of their respective agents, representatives, affiliates or assigns makes any representations or warranties whatsoever, either express or implied, concerning the accuracy, completeness or correctness of the Confidential Information disclosed hereunder, nor must such representation or warranty be implied. Each Party expressly disclaims any and all liability that may be based on its Confidential Information, errors therein or omissions there from. Subject to such limitations and restrictions as may be specified therein, only those representations and warranties that are made pursuant to a definitive agreement for a Relationship, when, as and if executed, will have any legal effect. Each Party receives and utilizes Confidential Information of the other Party at its sole cost, risk and exposure. Recipient agrees that Disclosing Party shall not have any liability resulting from any use of or reliance upon the Confidential Information. At all times

hereunder, Disclosing Party shall retain ownership of all Confidential Information disclosed.

6. No Obligations. Neither this Agreement, nor the disclosure of Confidential Information under this Agreement, nor the ongoing discussions and correspondence between the Parties or their respective directors, officers, employees, agents or Representatives, shall create any obligation of a Party to furnish information to the other Party or its affiliates or Representatives, or to enter into any binding commitment or Relationship regarding the subject matter of the Confidential Information. If in the future the Parties elect to enter into a binding commitment regarding a Relationship or the subject matter of the Confidential Information, such Relationship or commitment will be explicitly stated in a separate written agreement executed by both Parties, and the Parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the subject matter of the Confidential Information or any other Relationship between them without execution of such separate written agreement.

7. Enforcement. The Parties acknowledge and agree that a breach of this Agreement will cause the non-breaching Party irreparable injury and damage. The Parties, therefore, expressly agree that the non-breaching Party shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement, or any part thereof by the other Party or its Representatives, and to secure its enforcement, in addition to any other remedy to which the non-breaching Party might be entitled.

8. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan, USA without regard to the principles of conflicts of law.

9. Costs. Recipient and Recipient's Representatives shall bear all costs of the evaluation of the Confidential Information provided by the Disclosing Party, including the fees and disbursements of counsel and advisors engaged by Recipient.

10. Public Disclosures/Press Releases. Neither Party shall issue any press release or disclosure to the general public that discussions or negotiations are taking place concerning a Relationship or a possible Relationship without the prior written consent of the other Party.

11. Miscellaneous. This Agreement represents the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral agreements concerning the subject matter herein, and may be executed in one or more separate counterparts, all of which shall constitute one and the same Agreement and may be amended only in writing executed by both Parties. The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times in full force and effect. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or Representatives. The prevailing Party in any action to enforce this Agreement shall be entitled to all costs and reasonable attorneys' fees. All notices hereunder shall be in writing and mailed, telefaxed or otherwise delivered to the address shown above, unless the Party to whom notice is to be given has provided a change of address to the other Party in writing (and then to such changed address), and shall be effective upon receipt or on the fifth (5th) business day after posting if by first class U.S. mail.

Confirmation of execution by electronic transmission of a facsimile signature shall be binding upon any Party so confirming.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement effective as of the date and year first written above.

MBARI

By:  _____

Name: Basilio Martinez

Title: CFO

Embedded One, LLC

By: _____

Name:

Title: