Mutual Non-Disclosure Agreement

SINTELA

THIS AGREEMENT takes effect from Feb 26, 2024, and is made between:

1. **Sintela Limited** incorporated in England, number 11015440 whose registered office is at The Distillery, The Old Brewery, 7-11 Lodway, Pill, Bristol, BS20 0DH, UK ("**SINTELA**"); and

2. **MBARI** incorporated in **U.S.A.**, number **[77-0150580]** whose registered office is at 7700 Sandholdt Rd, Moss Landing, CA 95039, U.S.A. ("**COMPANY**"),

together referred to as the "**Parties**" and each individually as a "**Party**".

THE PARTIES AGREE:

DEFINITIONS

Applicable Law	the laws of England and Wales
Authorised Person	a person or entity that a Party or a Group Company authorises to access the Confidential Information strictly to fulfil the Purpose, and who is bound by confidentiality terms at least as protective of the Confidential Information as the terms of this Agreement. For the avoidance of doubt, "Authorised Person" shall include a Party's Group Companies, and a Party's and its Group Companies' employees, officers, advisors, suppliers, subcontractors or agents;
Confidential Information	all information related to the business or intellectual property (including know-how) of a Party, of its Group Companies, or of its Authorised Persons, or related to the Purpose, that the Receiving Party receives or accesses as a result of any discussions or dealings under this Agreement, but not including information that: (i) is publicly available other than by breach of this Agreement; (ii) is lawfully in the possession of the Receiving Party before its disclosure under this Agreement; (iii) is disclosed to the Receiving Party through one or more third parties who are free to disclose it; or (iv) is developed independently of any Confidential Information;
Disclosing Party	a Party or a Party's Group Company who discloses Confidential Information (or on whose behalf Confidential Information is disclosed) under this Agreement;
Group Company	for Sintela: Sintela Ltd; and any company in which Sintela Ltd owns (directly or indirectly) 50% or more of the issued share capital. For Company: Company's ultimate holding company, the Company, and any company in which the Company's ultimate holding company owns (directly or indirectly) 50% or more of the issued share capital;
Purpose	discussions relating to: Discussions will pertain to the collaborative development of a stand-alone DAS system for autonomous monitoring of the seafloor. Towards this development effort, MBARI has contracted Sinela for the purchase of a compact stand-alone DAS unit, as well as for the non-recurring engineering fees necessary to optimize the unit in terms of power consumption, sampling regime, and instrument temperature stability. Sintela's DAS instrument will become part of a larger system developed by MBARI to conduct autonomous experiments on the seafloor employing DAS technology.
Receiving Party	a Party receiving or accessing Confidential Information. Confidential Information received or accessed by a Party's Authorised Persons will be deemed to be received by that Party; and
Venue	the courts of England and Wales.

1. Protection and use of Confidential Information

1.1 The Receiving Party shall:

1.1.1 only use the Confidential Information strictly for the Purpose;

1.1.2 not disclose the Confidential Information except to its Authorised Persons;

1.1.3 keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;

1.1.4 not make any copies, summaries or transcripts of it unless this is necessary for the Purpose or as specified in clause 1.1.7 (all such copies, summaries or transcripts will be deemed to be Confidential Information);

1.1.5 not export it, or permit it to be exported, in breach of any relevant export regulations;

1.1.6 notify the other Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;

1.1.7 upon the other Party's written request, immediately return or destroy the Confidential Information. The Receiving Party may make and retain copies of Confidential Information as required by law and/or regulatory requirement, or that are automatically generated or stored by backup systems and which are not accessible in the normal course of business.

1.2 Any announcement or public statement relating to the Parties, the Agreement, the Purpose, and/or their intellectual property rights must be approved by both Parties in writing prior to its release.

1.3 This Agreement does not prevent the disclosure of Confidential Information that a Party is required to disclose by law or to a regulatory authority, provided that any Receiving Party, prior to such disclosure:

1.3.1 gives the Disclosing Party reasonable notice to allow the Disclosing Party a reasonable opportunity to seek a protective order or similar; or

1.3.2 uses reasonable endeavours to obtain written assurance from the applicable judicial or regulatory authority that it will afford the Confidential Information a reasonable level of protection.

2. Duration

2.1 A Party may terminate this Agreement at any time for convenience with 30 days' written notice to the other Party, without such termination generating any liability. The obligations contained herein relating to the protection or use of Confidential Information shared during the term shall apply for 3 years after the date of disclosure.

3. General

3.1 All acts or omissions of a Party's Group Company or an Authorised Persons in relation to the Confidential Information shall be treated as if they were the acts or omissions of that Party itself.

3.2 All Confidential Information and the intellectual property rights therein will remain the property of the Disclosing Party. No intellectual property rights in the Confidential Information are granted to the Receiving Party. A Receiving Party will not (and will ensure that its Authorised Persons do not) apply for or register any intellectual property right for the Confidential Information.

3.3 The Disclosing Party warrants that it has the right to disclose the Confidential Information but does not warrant its accuracy or completeness, and shall not be liable for any damage or loss resulting from the use of the Confidential Information which is provided "as is".

3.4 No Party will assign, novate, sub-contract or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

3.5 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.

3.6 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.

3.7 This Agreement constitutes the entire understanding of the Parties in relation to its subject matter and supersedes all previous agreements and understandings, whether written or oral, between the Parties relating thereto.

3.8 This Agreement shall be governed in accordance with the Applicable Law and the Parties submit to the exclusive jurisdiction of the Venue.

3.9 This Agreement is made solely for the benefit of the Parties and their respective Group Companies whose Confidential Information is disclosed. The Parties may terminate or amend this Agreement without the consent of such Group Companies. This Agreement is not for the benefit of and shall not be enforceable whether under legislation or otherwise by any other person.

3.10 Any amendment to or modification of this Agreement shall be in writing and signed by both Parties.

Signed by ....
for and on behalf of **Sintela**

Name: ANDREW B LEWIS

Job Title: DIRECTOR

Date: 28 Feb 2024

Signed by ....
for and on behalf of **Company**

Name: Basilio Martinez

Job Title: CFO

Date: February 27, 2024

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