

NON-DISCLOSURE AGREEMENT

This Agreement is made on 1st June 2021 (hereinafter referred to as the “Effective Date”)

between

Thalestris (Switzerland) SA, a company organized and existing under the laws of Switzerland, having its registered offices located at Via Pretorio 13, 6900 Lugano, Switzerland, and using the brand name “Intellexa”

- hereinafter referred to as “Thalestris” -

and

KELVIN HUGHES LIMITED, a company organized and existing under the laws of England and Wales, having its registered offices located at Voltage, 6 Mollison Avenue, Enfield EN3 7XQ, UK trading under the name **HENSOLDT UK**

- hereinafter referred to as “HENSOLDT UK” -

and

HENSOLDT Optronics GmbH, a company organized and existing under the laws of Germany, having its registered offices currently located at Carl-Zeiss-Strasse 22, 73447 Oberkochen, Germany, and having a place of business at Gloelstrasse 3-5, in 35576 Wetzlar, Germany

- hereinafter referred to as “HENSOLDT Optronics” -

- HENSOLDT UK and HENSOLDT Optronics together hereinafter each and collectively referred to as “HENSOLDT” -

Thalestris and HENSOLDT each hereinafter referred to as “Party” or “Parties”, as the context may require.

PREAMBLE

WHEREAS, **HENSOLDT** is engaged in the defence and security industry, developing innovative, integrated and customer specific solutions in the fields of radars, electronic warfare, avionics and optronics, to both commercial and military markets globally.

WHEREAS, **Thalestris** provides law enforcement and intelligence agencies with a comprehensive portfolio of premium, best of breed intelligence solutions, integrated to enable unique synergetic functionality.

WHEREAS, The Parties hereto wish to disclose certain Confidential Information as defined hereinafter on a confidential basis in order to *addressing future business opportunities of HENSOLDT and discussing possible technological integrations and development together* (hereinafter referred to as the “Purpose”).

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NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

1.1. **"Affiliate"** means any entity which directly or indirectly controls, is controlled by or is under common control with a Party to this Agreement; the term 'control' as used herein shall mean the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting rights or by contract or otherwise. Notwithstanding the preceding sentence, Affiliates of HENSOLDT shall include all directly or indirectly controlled entities in the group of companies where HENSOLDT AG is the ultimate parent company.

1.2. **"Agreement"** means the present non-disclosure agreement.

1.3. **"Confidential Information"** means any and all information (i) disclosed by one Party to one or more of the other Parties under or pursuant to this Agreement, whatever its nature (technical, commercial, legal, financial or any other), (ii) whether in written, oral, visual, electronic or any other form of communication that may be chosen by the Disclosing Party during the term of this Agreement, (iii) which includes, without limitation, product specifications, business and trade secrets, samples, prices, plans, patents, trademarks, drawings, models, designs, specifications, software (in object or source code), know-how and related documentation and (iv) which is transmitted either with the marking "Confidential" or any other unambiguous mark indicating its confidential nature, or where the confidential nature of the information disclosed is evident from its contents and/or the circumstances surrounding the disclosure and the Receiving Party should have reasonably understood that such information is confidential, or the Receiving Party is informed about the confidential nature of the information at the time of such disclosure (e.g. as recorded in the minutes of the meeting during which such information was disclosed, or confirmation in writing (e-mail sufficient) within fifteen (15) calendar days of such disclosure). During this time period, the Receiving Party will consider the information so disclosed as Confidential Information.

For the avoidance of doubt, the term "Confidential Information" shall not be confused with Classified Information respectively any classification regarding State Secret (see below Clause 3.3 and Clause 3.4).

1.4. **"Receiving Party"** or **"Disclosing Party"** means the Party and/or Parties who receive(s) or disclose(s), as applicable, Confidential Information during the term of the Agreement.

2. OBJECT

The object of the Agreement is to define the terms and conditions of exchange of Confidential Information between the Parties relating to the Purpose and to determine the rules related to the use and protection thereof.

3. PROTECTION OF CONFIDENTIAL INFORMATION

3.1. The Receiving Party undertakes for the entire duration of this Agreement and for a period of five

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(5) years from the date of termination/expiration of this Agreement:

- a) not to use and disclose Confidential Information, except for the Purpose and to the extent legally permissible by law and shall exercise appropriate technical, organizational and legal measures in order to protect such Confidential Information, using at least the same standard of care that it provides to its own confidential information of similar importance, but in no case less than reasonable care; and
- b) to limit disclosure of Confidential Information on a need-to-know basis only to individuals within its own organization, including its Affiliates, external counsels or advisors having a compelling need to know such Confidential Information who have been duly informed of the strictly confidential nature of such information and are bound by a professional duty not to disclose confidential information by operation of law or are under a contractual or another obligation of secrecy towards the Receiving Party, respectively of similar content (as far as permissible by applicable labour law). Disclosure to external service providers shall be limited to the extent necessary to enable them to provide their services in accordance with the standards of protection set out in this Agreement and which are bound by similar written confidentiality undertakings. The Receiving Party shall remain responsible and/or liable for any breach of the terms of this Agreement by such employees and/or counsels and/or advisors; and
- c) not to disclose Confidential Information to any third party (other than listed in b) hereof) without the prior written authorization of the Disclosing Party; and
- d) not to copy or reproduce the Confidential Information, in whole or in part, except as may be strictly necessary to carry out the Purpose.

- 3.2. Insofar as Confidential Information is disclosed to one Party only, the Receiving Party is not allowed to disclose this Confidential Information to any other Party to whom the Disclosing Party didn't address the Confidential Information, unless such other Party is an Affiliate in which case Clause 3.1.b) shall prevail. The Receiving Party shall disclose this Confidential Information only with the written consent of the Disclosing Party to the other non-Affiliate Parties.
- 3.3. The Confidential Information to which the Receiving Party may be given access under this Agreement may be subject to the export control laws and regulations of the authorities of the Disclosing Party, and the Receiving Party agrees to observe and comply with all the requirements of such laws and regulations applicable to such Confidential Information. Any and all Confidential Information disclosed by the Parties under this Agreement subject to a national security classification and/or export control laws and regulations shall be identified as such by the Disclosing Party at the time of disclosure. Notwithstanding the foregoing, the Receiving Party warrants that export controlled Confidential Information will especially not be exported or disclosed by any means without required prior written approvals of all applicable authorities as well as of the Disclosing Party and moreover that compliance with all applicable export control laws and regulations is ensured.
- 3.4. Disclosure, protection and use of such Confidential Information shall in addition to the terms and conditions of this Agreement be made pursuant to the security procedures specified by the authorities concerned.

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3.5. The Receiving Party shall, upon the first request of the Disclosing Party or at the latest upon expiration or termination of this Agreement, cease using, return or destroy the Confidential Information received in any tangible form from the Disclosing Party and to retain no copies or reproductions of the same, whatever its form, and no documents or media containing, consisting of, summarizing or based upon any such Confidential Information. Notwithstanding the foregoing sentence, the Receiving Party shall always be allowed to comply with existing statutory rules and regulations with regard to archiving commercial documents. For the avoidance of doubt, this clause 3.5 hereof shall not be construed as the Receiving Party being obliged to ensure that no copy is archived in any of its data system.

4. EXCEPTIONS

4.1. The Receiving Party will have no obligation with respect to information which the Receiving Party can show:

- a) is, or subsequently becomes, legally and publicly available without any breach by it of this Agreement;
- b) was rightfully in possession of, or known to, the Receiving Party, which can be demonstrated by the Receiving Party's internal documents;
- c) is rightfully obtained by the Receiving Party from a third party, without any obligation of confidentiality;
- d) is independently developed by the Receiving Party without access to or use of the Confidential Information;
- e) is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- f) is required to be disclosed pursuant to applicable law or the decision of a competent court or government agency, whereupon the Receiving Party shall promptly inform the Disclosing Party of this requirement in any case before any Confidential Information is disclosed, so that a protective order or other appropriate remedy may be sought. If the Receiving Party is obliged to make a disclosure it shall only make a disclosure to the extent to which it is so obliged but not further or otherwise.

5. SCOPE OF THE AGREEMENT, PATENT APPLICATION

5.1. No provision of this Agreement will be construed as obliging either Party to disclose Confidential Information to the other Parties or to enter into any contractual obligation with the other Parties in the future.

5.2. Neither this Agreement nor any disclosure of Confidential Information hereunder will be construed as granting any person, expressly or impliedly, any right (whether licence or otherwise) to any subject, invention or discovery in relation to the Confidential Information. The same will apply to any copyright, trademark, patent, drawing, model and business or manufacturing secret.

5.3. The Receiving Party will not object to an application for patent filed by the Disclosing Party

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pleading want of novelty if it is due to

- a) receipt of information to be treated as confidential pursuant to this Agreement; or
 - b) breach of this Agreement by the Receiving Party or any of its employees.
- 5.4. Subject to any third party's right, any property on the disclosed Confidential Information and the underlying rights remains vested in the Disclosing Party.

6. LIABILITY

- 6.1. Each Party will use any Confidential Information at its own risks. The Disclosing Party shall have no liability arising out of or relating to the use of Confidential Information by the Receiving Party.
- 6.2. The Confidential Information will be supplied "as is" (i.e. in whatever condition it presently is, whether such condition is immediately apparent or not) without any express or implied warranty from the Disclosing Party, and in particular without any limitation as to fitness of such Information for the intended purpose or any other quality of the Confidential Information.

7. DATA PROTECTION

- 7.1. The Parties shall comply with (i) the European Regulation 2016/679 relating to the processing of personal data and (ii) any regulation relating to the processing of personal data applicable during the term of this Agreement (altogether, "Applicable Data Protection Legislation").
- 7.2. The Parties commit in particular:
 - a) communicate to each other, personal data relating to data subjects only to the extent that the personal data have been legally collected and processed;
 - b) guarantee that it has duly informed data subjects in compliance with the Applicable Data Protection Legislation, and that, where required, it has obtained a valid consent from data subjects, in particular in relation to the processing made by the Parties for the purpose of this Agreement;
 - c) process the personal data for the sole purposes as strictly necessary for the performance of the Agreement and as strictly agreed by the Parties;
 - d) share the personal data collected and processed as a result of the Agreement only with third parties which would provide the same guarantees as the one defined hereunder;
 - e) refrain from transferring personal data with third parties located out of the European Economic Area without having first obtained the other Party's consent; and
 - f) implement technical and organizational measures to ensure an adequate level of protection to the personal data processed;
 - g) delete all personal data after they are no longer necessary for the purpose of the Agreement or upon request of the other Party. Each Party will use any Confidential Information at its own risks. The Disclosing Party shall have no liability arising out of or

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relating to the use of Confidential Information by the Receiving Party.



8. TERM AND TERMINATION

- 8.1. This Agreement will enter into full force and effect on the Effective Date and will automatically expire on 1st June 2026.
- 8.2. The Agreement may be expressly terminated at any time by either Party giving a three (3) month prior written notice signed by duly authorized representative(s) of the terminating Party. If only one of the Parties terminates the Agreement, the Agreement between the other Parties remains in force.
- 8.3. Notwithstanding termination or expiration of this Agreement, restrictions with respect to the use and disclosure of Confidential Information will remain in force and will be binding until the end of the period set forth in article 3.1 hereof.
- 8.4. The provisions of this Agreement shall apply retroactively between the Parties to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Purpose prior to the Effective Date.

9. GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 9.1. This Agreement will be exclusively governed in accordance with the laws of Switzerland with the exception of its conflict of laws provisions.
- 9.2. Any dispute arising in connection with this Agreement (including its existence, validity, interpretation, performance and termination) that the Parties could not settle amicably within thirty (30) days from written notice of the dispute shall be exclusively referred to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce in effect on the date of this Agreement, by one (1) or more arbitrator(s) appointed in accordance with said Rules. All proceedings will be conducted in the English language applying the applicable law of this Agreement with the location of the arbitration in Zürich, Switzerland, or such other location as the Parties may mutually agree. The award decision of the arbitral panel shall be final and binding on both Parties and both Parties waive the right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the application to such court by either Party.
- 9.3. The Receiving Party acknowledges that a breach of its obligations under this Agreement could cause irreparable harm to the Disclosing Party, which may be difficult to ascertain. Therefore, without prejudice to the rights and remedies otherwise available to the Disclosing Party, the Disclosing Party shall be entitled to apply for and seek appropriate equitable relief (by way of injunction, specific performance or otherwise). The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any unauthorized release or other breach of which it is aware.

10. MISCELLANEOUS

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- 10.1. This Agreement comprises the full and complete agreement of the Parties with respect to the disclosure of Confidential Information related to the Purpose and supersedes and cancels all prior communications, understandings and agreements between the Parties, whether written or oral, expressed or implied related to the Purpose.
- 10.2. No amendment, change or modification to this Agreement will be valid except if the same is in writing and signed by a duly authorized representative of each of the Parties. This also applies to any waiver of this written form clause.
- 10.3. Nothing in this Agreement shall grant to either Party the right to make any commitments for or on behalf of the other Parties without the other Party's express written authorization. Nothing in this Agreement shall be construed as committing the Parties to work together on the subject of the Purpose or in any present or future projects or to conclude a Contract, as such cooperation is subject to separate agreement. Nothing in this Agreement shall imply the formation of a partnership, corporation, Joint Venture or any other type of formal organization between the Parties. This Agreement is not intended to establish any authority and/or a representative position of one Party towards the other Parties. Finally, this Agreement does not entitle either Party to engage on behalf of or in the interest of the other Parties with any third party (incl. potential customers).
- 10.4. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement. The Parties hereto herewith agree that they shall substitute any provision of this Agreement which is or has become invalid by such a provision which in its contents is the most similar to the invalid provision. The same shall apply to any possible gaps in this Agreement.
- 10.5. Neither Party may assign or transfer its rights or obligations as provided in this Agreement without the prior written consent of the other Parties; provided, however, that any Party may, without consent, assign this Agreement as a result of a merger or a sale of all or substantially all of the assets or stock of that Party to a parent, subsidiary or Affiliate as part of any internal reorganization provided such party assumes in writing the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorised representatives on the dates specified below.

Signed for and on behalf of:

Thalestris (Switzerland) SA

Name: *ANDREA GAMBAZZI*

Title: *DIRECTOR*

Date: *16.06.2021*

[Handwritten Signature]

 (Signature)



Signed for and on behalf of:

HENSOLDT UK

Name: *CLIVE CORRIS*

Title: *DIRECTOR OF COMMERCIAL AFFAIRS*

Date: *17/06/2021*

[Handwritten Signature]

 (Signature)



Name:

Title:

Date:

 (Signature)

Signed for and on behalf of:

HENSOLDT Optronics GmbH

Name:

Title:

Date:

[Handwritten Signature]

 (Signature)

Name: *Thomas Athanasiou*

Title: *Acting Head of Sales Security Solutions*

Date: *14.06.2021*

[Handwritten Signature]

 (Signature)