

Mutual Confidentiality Agreement

This Mutual Confidentiality Agreement (this "**Agreement**"), effective as of [signed digitally] (the "**Effective Date**"), is entered into by and between

1. **Sine Engineering Oy**, a company organized under the laws of Finland having its registered address at Naulakatu 3, 33100 Tampere, Finland, business identity code VAT FI 3377726-2 ("**Sine**"), and
2. **The Estonian Defence Forces (EDF)**, registry code 70008641, address Juhkentali 58, Tallinn 15007, represented by Commodore Johan-Elias Seljamaa, Commandant of the Estonian Military Academy ("**EDF**")

(each, a "**Party**" and collectively, the "**Parties**").

WHEREAS, in connection with the Parties' interest in evaluation and implementation of a potential business relationship (whether proposed or actual, collectively, the "**Purpose**"), the Parties desire to share certain information that is non-public, confidential, or proprietary in nature; and

WHEREAS, the Parties wish to protect and preserve the confidentiality of such information.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Confidential Information. Except as set out in Section 2, "**Confidential Information**" means all non-public, confidential, or proprietary information, including, but not limited to, any trade secrets disclosed before, on, or after the Effective Date, by either Party (a "**Discloser**") to the other Party (a "**Recipient**") or its affiliates, or to any of such Recipient's or its affiliates' employees, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and marked, designated, or otherwise verifiably identified as "confidential." An "**Affiliate**" is, with respect to any Party, any person or entity that is directly or indirectly controlling, controlled by, or under common control with such Party.

Confidential Information includes, without limitation:

- (a) all information concerning the past, present, and future business affairs of the Discloser and its Affiliates, including without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records, and budgets, and business, marketing, development, sales, and other commercial strategies;
- (b) the Discloser's unpatented inventions, ideas, methods, and discoveries, trade secrets, know-how, unpublished patent applications, and other confidential intellectual property;
- (c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing;
- (d) all visual inspections, walkthroughs, and other observations of facilities or premises of the Discloser and its Affiliates;
- (e) any third-party confidential information included with, or incorporated in, any information provided by the Discloser to the Recipient or its Affiliates; and
- (f) that portion of all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials (the "**Notes**") prepared by

or for the Recipient or its Affiliates that contain, are based on, or otherwise reflect or are derived from, in whole or in part, any of the foregoing.

2. Exclusions from Confidential Information. Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that:

(a) at the time of disclosure is, or thereafter becomes, generally available to and known by the public other than as a result of, directly or indirectly, any violation of this Agreement by the Recipient or any of its Affiliates;

(b) at the time of disclosure is, or thereafter becomes, available to the Recipient on a non-confidential basis from a third-party source, as established by documentary evidence, provided that such third party, to the Recipient's knowledge after reasonable inquiry, is not and was not prohibited from disclosing such Confidential Information to the Recipient by a legal, fiduciary, or contractual obligation to the Discloser;

(c) was known by or in the possession of the Recipient or its Affiliates, as established by documentary evidence, before being disclosed by or on behalf of the Discloser under this Agreement; or

(d) was or is independently developed by the Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Discloser's Confidential Information.

The Recipient shall have the burden of proving by clear and convincing evidence that any exclusion it claims under this Section 2 applies.

3. Recipient Obligations. The Recipient shall:

(a) protect and safeguard the confidentiality of all Confidential Information of the Discloser with at least the same degree of care as the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

(b) not use the Discloser's Confidential Information, or permit it to be accessed or used, for any purpose other than the Purpose, or otherwise in any manner to the Discloser's detriment, including without limitation, to reverse engineer, disassemble, decompile, or design around the Discloser's proprietary services, products, and/or confidential intellectual property;

(c) not disclose or allow access to any Confidential Information of the Discloser to any person or entity, except to the Recipient's Affiliates who:

(i) need to know the Confidential Information of the Discloser to assist the Recipient, or act on its behalf, in relation to the Purpose or to exercise its rights under the Agreement;

(ii) are informed in writing by the Recipient of the confidential nature of the Discloser's Confidential Information; and

(iii) are subject to confidentiality duties or obligations to the Recipient that are no less restrictive than the terms and conditions of this Agreement.

(d) comply with all applicable on-site access, remote access, and related security rules and procedures of the Discloser;

(e) fully cooperate with the Discloser in any effort undertaken by the Discloser to enforce its rights related to any such unauthorized disclosure;

(f) be responsible for any breach of this Agreement caused by any of its Affiliates;
and

(g) notify the Discloser in writing without undue delay, but in any event within two (2) business days, of any misuse or misappropriation of the Confidential Information of the Discloser that comes to the Recipient's attention.

4. Additional Confidentiality Obligations. Except as required by applicable federal, state, or local law or regulation, or otherwise as mutually agreed in writing by the Parties, neither Party shall itself disclose, nor permit any of its Affiliates to disclose to any person:

(a) that the Discloser's Confidential Information has been made available to the Recipient or its Affiliates, or that the Recipient has inspected any portion of the Discloser's Confidential Information;

(b) that discussions or negotiations may be, or are, underway between the Parties regarding their respective Confidential Information or the Purpose, including the status thereof; or

(c) any terms, conditions, or other arrangements that are being discussed or negotiated in relation to the Parties' Confidential Information or the Purpose.

5. Required Disclosure. Any disclosure by the Recipient or its Affiliates of any of the Discloser's Confidential Information under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction (each, a "**Legal Order**") or pursuant to any other binding request or process of any legal, regulatory, governmental, or supervisory authority (each, a "**Legal Request**") shall be subject to this Section 5. Before making any such disclosure, the Recipient shall make commercially reasonable efforts to provide the Discloser with:

(a) to the extent legally permitted, prompt, and in any event no later than two (2) business days after receipt written notice of such Legal Order or Legal Request so that the Discloser may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Discloser's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Recipient remains subject to a Legal Order or Legal Request to disclose any of the Discloser's Confidential Information, the Recipient (or its Affiliates or other persons to whom such Legal Order or Legal Request is directed) shall disclose no more than that portion of the Discloser's Confidential Information which, on the advice of the Recipient's legal counsel, such Legal Order or Legal Request specifically requires or requests the Recipient to disclose and, on the Discloser's request and at the Discloser's sole cost and expense, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information of the Discloser will be afforded confidential treatment.

6. Return or Destruction of Confidential Information. At any time during, at the Discloser's written request, or automatically after the term of this Agreement, the Recipient and its Affiliates shall, at the Discloser's discretion, promptly (and in any event within fifteen (15) days return to the Discloser all copies, whether in written, electronic, or other form or media, of the Discloser's Confidential Information, or destroy all such copies and certify in writing to the Discloser that such Confidential Information has been destroyed. In addition, the Recipient and its Affiliates shall also destroy all copies of any Notes created by the Recipient or its Affiliates and certify in writing to the Discloser that such copies have been destroyed. Notwithstanding the foregoing:

(a) neither the Recipient nor any of its Affiliates shall be required to destroy any electronic copy of the Discloser's Confidential Information that is created pursuant to its standard electronic backup and archival procedures and stored until the ordinary course deletion thereof, if personnel whose functions are:

- (i) not primarily information technology in nature do not have access to such retained copies; and
- (ii) primarily information technology in nature have access to such copies only as reasonably necessary for the performance of their ordinary course information technology duties (e.g., for purposes of system recovery); and

(b) the Recipient and its Affiliates may retain such copies of the Discloser's Confidential Information to the extent required to comply with requirements of applicable law, regulation, or rule or any binding requirement or request of any legal, regulatory, governmental, or supervisory authority; provided, however, that the Recipient and its Affiliates shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information of the Discloser.

7. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall expire five (5) years from the Effective Date, unless the Parties enter into a definitive agreement relating to the Purpose (other than this Agreement), in which case this Agreement shall remain in full force and effect for the duration of such definitive agreement. Either Party may terminate this Agreement at any time by providing written notice to the other Party. Notwithstanding anything to the contrary herein:

- (a) each Party's rights and obligations under this Agreement shall survive any expiration or termination of this Agreement for a period of five (5) years from the date of such expiration or termination, even after the return or destruction of the Discloser's Confidential Information by the Recipient; and
- (b) with respect to the Discloser's Confidential Information that constitutes a trade secret under applicable law, such rights and obligations shall survive such expiration or termination until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Recipient or its Affiliates.

8. No Representations or Warranties. The Discloser makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information disclosed to the Recipient or its Affiliates hereunder. Neither the Discloser nor any person or entity disclosing Confidential Information on its behalf under this Agreement shall be liable to the Recipient or any of its Affiliates relating to or resulting from the Recipient's or its Affiliates' use of any of the Discloser's Confidential Information or any errors therein or omissions therefrom.

9. No Transfer of Rights, Title, or Interest. Each Party hereby retains its entire right, title, and interest, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as an assignment, grant, option, license, or other transfer of any such right, title, or interest whatsoever to the Recipient or any of its Affiliates.

10. No Other Obligation. The Parties agree that neither Party shall be under any legal or other obligation of any kind whatsoever to disclose its Confidential Information, or otherwise be obligated to enter into any business or contractual relationship, investment, or transaction, by virtue of this Agreement, except for the matters specifically agreed to herein. Either Party may at any time, at its sole discretion with or without cause, terminate discussions and negotiations with the other Party, in connection with the Purpose or otherwise.

11. Export Restrictions. Sanctions. Any software, technical data, or products disclosed or shared under this Agreement may be subject applicable export control, trade, and economic sanctions laws and regulations, including those of the United Kingdom, the European Union, any other applicable jurisdictions (collectively, "**Trade Control Laws**"). The Parties shall comply with all restrictions and controls imposed by the Trade Control Laws, including the requirement for obtaining an export license, if applicable. The Recipient shall first obtain the written consent of the Discloser prior to submitting any request for authority to export or re-export or otherwise transfer any such software, technical data, or products of the Discloser. The Recipient shall defend, indemnify, and hold the Discloser harmless from all

claims, demands, damages, fines, penalties, reasonable attorney's fees, costs, and other expenses arising from the Recipient's failure to comply with this Section, or any applicable Trade Control Laws. The Recipient and its Representatives shall not make the Discloser's Confidential Information available to any natural person or entity designated on, or owned or controlled by a natural person or entity designated on the U.S. OFAC List, the EU Consolidated Sanctions List, the UK Sanctions List, the UN Security Council sanctions lists, or any successor lists.

12. Russia and Satellites. Notwithstanding anything provided in this Agreement, under no circumstances may the Recipient or any of its Representatives transfer, share, make known, disclose, or otherwise allow, enable, facilitate, or permit any access in any manner to the Discloser's Confidential Information to any of the following (collectively, "**Restricted Persons**"):

- a) the Russian Federation, Republic of Belarus, Islamic Republic of Iran, North Korea (DPRK) (collectively, "**Russia and Satellites**");
- b) regardless of domicile or country of residence (for avoidance of doubt, whether inside or outside of Russia and Satellites), any citizen, dual citizen, or resident of any of Russia and Satellites;
- c) any entity that is residing, is registered, or is conducting any business activities in or with any of Russia and Satellites; or
- d) any natural persons or entities that are knowingly assisting any of Russia and Satellites and/or their respective entities in circumventing sanctions, embargoes, or any other restrictive measures.

For purposes of this Section 12, the restrictions also apply to any affiliate of any Restricted Person, or any natural person or entity acting, directly or indirectly, on behalf of or for the benefit of any Restricted Person, regardless of place of incorporation, citizenship, or location of operations.

13. Remedies.

(a) Each Party acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by such Party or its Affiliates (collectively, the "**Breaching Party**"). Therefore, in addition to all other remedies available at law (which neither Party waives by the exercise of any rights hereunder), the non-breaching Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any such breach or threatened breach, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

(b) Each Party further agrees that it shall:

(i) not oppose the granting of such relief on the basis that the non-breaching Party has an adequate remedy at law;

(ii) indemnify and hold harmless the non-breaching Party for any losses arising out of a breach of this Agreement by the Breaching Party.

(c) The Parties hereby agree that in the event of non-performance or improper performance of obligations by any Party hereunder, the Breaching Party shall reimburse the other Party all documented direct damage that occurred as a result of the breach. Reimbursement of damages does not relieve the Breaching Party of its obligations under this Agreement and/or elimination of violations.

14. Governing Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of Finland, without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any jurisdiction other than those of Finland. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Finland Chamber of Commerce, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The Parties shall attempt to resolve any dispute arising out of

or in connection with this Agreement through good faith negotiations within thirty (30) calendar days prior to commencing arbitration. Nothing in this clause shall prevent either Party from seeking injunctive relief or other urgent interim remedies from any court of competent jurisdiction

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) when received by addressee when mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set out below the relevant signature on the signature page to this Agreement (or to such other address that may be designated by a Party from time to time in accordance with this Section).

16. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties regarding the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

17. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19. Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Independent Development. The terms of this Agreement shall not be construed to limit either Party's right to develop, make, or market independently or acquire products or services without use of the other Party's Confidential Information. The Discloser acknowledges that the Recipient may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Discloser's Confidential Information. Nothing in this Agreement will prohibit the Recipient from developing or having developed for it products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems, services, or techniques contemplated by or embodied in the Discloser's Confidential Information, provided that the Recipient does not violate any of its obligations under this Agreement in connection with such development.

21. Waivers. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set out in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized Affiliates to be effective as of the Effective Date.

SINE ENGINEERING OY

Signed by:
By Timo Tuomenpuro
CCCB607BA5214C4...
Name: Timo Tuomenpuro
Title: Managing Director

Address: Naulakatu 3, Tampere 33100
Attention: Legal
E-mail: vkulik@sineeng.com
okryshtaliuk@sineeng.com

[PARTY 2]

By _____
Name: Commodore Johan-Elias Seljamaa
Title: Commandant of the Estonian Military Academy

Address: Riia 12, Tartu 51010
Attention: Andreas Ragen Ayal
E-mail: Andreas.Ayal@mil.ee