

Non-Disclosure Agreement (NDA)

For
Seanezzi PTY Ltd

13-15 King St

Airport West

Victoria, 3042

Ph: +61 3 83547296

eMail: admin@seanezzi.com

This agreement is made the 22nd day of June 2022

Between **Seanezzi PTY Ltd ABN 12 610 078 049**
of 13-15 King St Airport West VIC 3042 Australia

And **Overwatch Imaging Inc**
of 33 Nichols Parkway, Suite 390, Hood River, Oregon 97031 USA

Recitals

- A. Seanezzi is in possession of the Confidential Information which it wishes to remain secret and confidential.
- B. Seanezzi wishes to disclose the Confidential Information to the Recipient for the Permitted Purpose.
- C. Seanezzi has agreed to supply the Confidential Information to the Recipient in consideration of and on condition that the Recipient enters into this deed to protect the secret and confidential nature of that Confidential Information.

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the context otherwise requires:

Claim means any claim

- (a) under, arising out of, or in any way in connection with this deed;
- (b) arising out of, or in any way in connection with, the Confidential Information; or
- (c) arising otherwise at law or in equity including:
 - (i) by statute;
 - (ii) in tort for negligence or otherwise, including negligent misrepresentations; or
 - (iii) for restitution.

Confidential Information means:

- (a) documents, letters, memoranda, papers, reports, charts, graphs, drawings, plans and specifications, or any other information or communication disclosed in a written, printed or oral form, visually or by demonstration, electronic or computer mechanism:
 - (i) supplied to the Recipient in connection with the Permitted Purpose by Seanezzi, or any employee, agent or contractor;
 - (ii) produced in connection with the Permitted Purpose by any Seanezzi employee, agent or contractor;
 - (iii) produced by the Recipient, its employees and agents, based on analysing or arising out of any information provided under paragraph (a); and
- (b) the content of any discussions in relation to the Permitted Purpose and the information and materials specified in paragraph (a) between the Recipient (including its employees, agents and contractors) and Seanezzi.

Permitted Purpose means the purpose specified in the schedule.

1.2 Interpretation

In this deed, except where the context otherwise requires:

- (a) words in the singular include the plural and vice versa;
- (b) any gender includes the other genders;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) “includes” means includes without limitation;
- (e) no rule of construction shall apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person’s legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation;
 - (v) a right includes a benefit, remedy, discretion or power;
 - (vi) time is to local time in the place stated in the Annexure;
 - (vii) “\$” or “dollars” is a reference to Australian (\$AUD) currency;

- (viii) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties;
 - (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmission;
 - (x) this deed includes all schedules and annexures to it; and
 - (xi) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this deed;
- (g) if the date on or by which any act shall be done under this deed is not a Business Day, the act shall be done on or by the next Business Day; and
- (h) where time is to be calculated commencing from, or by reference to, a day or event, that day or event is excluded.

2 Use of the Confidential Information

- 2.1 The Recipient must treat the Confidential Information as secret and confidential and maintain the secrecy and confidentiality of the Confidential Information. The Recipient may only disclose the Confidential Information to:
- (a) the persons specified in the schedule; and
 - (b) other persons to whom Seanezzi consents in writing prior to the disclosure; and
 - (c) its legal advisers when reviewing this deed.
- 2.2 The Recipient must inform in writing each person to whom the Confidential Information is disclosed that the Confidential Information:
- (a) is secret and confidential;
 - (b) must not be disclosed, except as permitted under this deed,
- and must obtain a written undertaking from each to whom the Confidential Information is disclosed that the person will maintain the secrecy and confidentiality of the Confidential Information.
- 2.3 The Recipient must not use the Confidential Information or allow the Confidential Information to be used in a manner detrimental to Seanezzi or for any purpose other than for the Permitted Purpose.
- 2.4 The Recipient must take all necessary precautions to prevent the unauthorised disclosure of the Confidential Information, including but not limited to:
- (a) discussion of the Confidential Information only within the confines of closed meeting rooms or offices;
 - (b) ensuring no third party is present while the Confidential Information is discussed; and
 - (c) not making copies of the Confidential Information without the prior written consent of Seanezzi.

3 Limitations

3.1 The provisions of clause 2 do not extend to any of the Confidential Information which:

- (a) is in or becomes part of the public domain otherwise than as a result of a breach by the Recipient of this deed;
- (b) was known to the Recipient at the time of disclosure of the Confidential Information except as a result of prior confidential disclosure; or
- (c) is required by any law to be disclosed.

3.2 Seanezzi does not warrant the currency, accuracy or completeness of the Confidential Information.

3.3 The Recipient acknowledges that:

- (a) Seanezzi, and its officers, employees, contractors and agents have not made any representation that the Confidential Information is current, accurate, complete or otherwise reliable;
- (b) the officers, employees, contractors and agents of Seanezzi are, after the date of this deed, not authorised to give any warranty or make any representations regarding the Confidential Information; and
- (c) the Recipient may not rely in any way on the Confidential Information and should make their own determination as to the fitness for purpose of the Confidential information.

3.4 The Recipient, to the extent permitted by law, releases and indemnifies Seanezzi and its officers, employees, contractors and agents from and against all Claims they may suffer or incur in connection with the use of the Confidential Information.

4 Ownership and Return of the Confidential Information

4.1 All Confidential Information disclosed under this deed remains the property of Seanezzi and the Recipient obtains no right of any kind to the Confidential Information.

4.2 At the request of Seanezzi, the Recipient must return to Seanezzi or destroy all Confidential Information received by the Recipient and confirm the return or destruction of the Confidential Information in writing certified by an authorised officer of the Recipient reasonably acceptable to Seanezzi.

4.3 If the Recipient makes copies of the Confidential Information or extracts data in any form from the Confidential Information then, in addition to returning or destroying the Confidential Information, the Recipient must also return or destroy all copies and extracted data and confirm the return or destruction of all copies of the Confidential Information and extracted data in writing certified by an authorised officer of the Recipient reasonably acceptable to Seanezzi.

5 Indemnity

5.1 The Recipient indemnifies Seanezzi from and against all Claims which Seanezzi any suffer or incur by reason of the disclosure of any Confidential Information in breach of this deed or the Recipient's or its employees breach or failure to comply with the terms of this deed.

5.2 The Recipient acknowledges that:

- (a) damages for a breach of this deed are not a sufficient remedy for Seanezzi; and
- (b) Seanezzi is entitled to specific performance or an injunction or other equitable relief, as appropriate, as a remedy for a breach or threatened breach by the Recipient of its obligations in addition to any other remedies available at law or in equity to Seanezzi.

6 General

6.1 Legal costs

Except as expressly stated otherwise in this deed, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this deed.

6.2 Waiver and exercise of rights

- (a) Except as provided at law or in equity or elsewhere in this deed, none of the terms of this deed will be varied, waived, discharged or released, except with the prior consent in writing of Seanezzi in each instance.
- (b) Despite clause 6.2(a), this deed may only be varied or replaced by a document duly executed by the parties.

6.3 Rights cumulative

Except as expressly stated otherwise in this deed, the rights of a party under this deed are cumulative and are in addition to any other rights of that party.

6.4 Consents

Except as expressly stated otherwise in this deed, Seanezzi may conditionally or unconditionally give or withhold any consent to be given under this deed and is not obliged to give its reasons for doing so.

6.5 Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this deed and to perform its obligations under it.

6.6 Governing law and jurisdiction

- (a) This deed is governed by and is to be construed in accordance with the laws applicable in the State of Victoria, Australia.
- (b) Each party irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.

6.7 Assignment

- (a) The Recipient must not assign or deal with its interest under this deed without the prior written consent of the Seanezzi.
- (b) Any assignment by the Recipient will not operate to release or discharge the Recipient from any obligation or liability under this deed.
- (c) Any purported dealing by the Recipient in breach of this clause is of no effect.

6.8 Liability

An obligation of 2 or more persons binds them separately and together.

6.9 Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

6.10 Entire understanding

- (a) This deed contains the entire understanding between the parties as to the subject matter of this deed.
- (b) All previous negotiations, understandings, representations, warranties, memoranda or commitments concerning the subject matter of this deed are merged in and superseded by this deed and are of no effect. No party is liable to any other party in respect of those matters.
- (c) No oral explanation or information provided by any party to another:
 - (i) affects the meaning or interpretation of this deed; or
 - (ii) constitutes any collateral agreement, warranty or understanding between any of the parties.

6.11 Relationship of parties

This deed is not intended to create a partnership, joint venture or agency relationship between the parties.

6.12 Independence of indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of a party and survives the termination of this deed.
- (b) It is not necessary for a party to incur expense or make a payment before enforcing any indemnity conferred by this deed.

Schedule

Item		
1.	Permitted Purpose (Clause 1.1)	The preparation of the Recipient's engineering review and application for FAA137 Field Release of the components described in the Design Data
2.	The persons to whom the Recipient may disclose the Confidential Information: (Clause 2.1(a))	The Recipient's officers, employees, agents and contractors engaged in the Permitted Purpose.

Executed as a deed

Executed on behalf of **Seanezzi Pty Ltd**
ACN **610 078 049** in accordance with
Section 127 of the Corporations Act 2001:

Secretary/Director

Name Sean P Managh

Director

Name Susan Benefield

Executed on behalf of **Overwatch Imaging, Inc**, a Delaware corporation
having its registered office at 33 Nichols Parkway,
Suite 390, Hood River, OR 97031 USA

in accordance with **General Corporation Law of the State of Delaware**

CEO

Name Greg Davis

~~Director~~ **President and Chairman of the Board of Directors**

Name Greg Davis